Company Tracking Number: LA-09A

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: LA-09A

Project Name/Number: LA-09A/LA-09A

Filing at a Glance

Company: Bankers Life and Casualty Company

Product Name: LA-09A SERFF Tr Num: BNLA-125909858 State: ArkansasLH TOI: A02I Individual Annuities- Deferred Non-SERFF Status: Closed State Tr Num: 41174

Variable

Sub-TOI: A02I.004 Modified Single Premium Co Tr Num: LA-09A State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Thomas Kimble, Dan

Murphy, Dave Dennie

Date Submitted: 12/18/2008 Disposition Status: Approved

Disposition Date: 01/05/2009

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: LA-09A Status of Filing in Domicile: Pending

Project Number: LA-09A Date Approved in Domicile:
Requested Filing Mode: Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Group Market Size:
Overall Rate Impact: Group Market Type:

Filing Status Changed: 01/05/2009 State Status Changed: 01/05/2009

State Status Changed: 01/05/2009 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Re: NAIC 233-61263 FEIN 36-0770740

Individual Annuity - New Forms

LA-09A MODIFIED SINGLE PREMIUM FIXED DEFERRED ANNUITY POLICY

LA-109A-AR TAX QUALIFIED LONG-TERM CARE BENEFIT RIDER

LA-110A NONFORFEITURE BENEFIT RIDER

Company Tracking Number: LA-09A

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: LA-09A

Project Name/Number: LA-09A/LA-09A

LA-105X TERMINAL ILLNESS RIDER

LA-16300-SUPP-AR SUPPLEMENT APPLICATION

LA-17460 OUTLINE OF COVERAGE FOR RIDER LA-109A

Actuarial Demonstration/Rates

Dear Sir/Madam:

We are filing the above forms for your consideration and approval. These are new forms and are not intended to replace any other form. The enclosed forms are for use in the individual marketplace for person-to-person solicitation by our licensed agents.

Policy LA-09A

Policy form LA-09A is a non-participating, modified single premium, deferred fixed annuity policy providing a monthly income commencing on the date set forth in the policy Schedule. The Minimum Guaranteed Interest Rate and Withdrawal Charges shown in the Schedule are considered constants. We will not change these factors unless and until the change is filed with your Department.

Enclosed is the required Actuarial Demonstration demonstrating compliance with your state's nonforfeiture law. The Actuarial Demonstration describes the basic policy design.

Rider LA-109A-AR

Rider LA-109A is a Tax Qualified Long Term Care Rider that provides coverage for one or more Qualified Long Term Care Services. It is intended to provide federally qualified long term care insurance coverage under the Health Insurance Portability and Accountability Act of 1996. Rider charges apply for this benefit. Charges are based on a percentage of the greater of the annuity's account value or the net premiums paid less partial withdrawals and withdrawal charges less any Long Term Care Benefits paid from the account value.

After the waiting period and any applicable elimination period have been satisfied, this rider provides benefits when the insured become Chronically III and receives Qualified Long Term Care Services. Benefits from this Rider will first be paid from the Account Value and will reduce the Account Value. Once the Account Value has been exhausted, monthly

Company Tracking Number: LA-09A

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: LA-09A

Project Name/Number: LA-09A/LA-09A

Company Benefits will be paid.

Nonforfeiture Option Rider (LA-110A)

Rider LA-110A provides a Long Term Care nonforfeiture benefit. If the annuity is surrendered or annuitized after 3 full policy years, the owner is entitled to a nonforfieture benefit. This benefit will be the continued availability of the company paid portion of the benefits where the lifetime maximum benefit is equal to the greater of 30 days of benefits or the total of all rider charges paid.

Terminal Illness Rider (LA-105X)

Form LA-105X allows an additional 75% free withdrawal if a doctor certifies the annuitant has been diagnosed as having a terminal illness after the rider has been in force for at least one year. This rider ends once the free withdrawal has been used.

Supplemental Application (LA-16300-SUPP)/Outline of Coverage LA-17460

Also included in this submission are Outline of Coverage LA-17460 and Supplemental Application L-16300-SUPP. The Outline of Coverage will be presented to the applicant at point-of-sale. Supplemental Application L-16300-SUPP will be used for the solicitation of the rider.

We will use application form LA-16300, or applicable state version, in the solicitation of this policy and riders. This application was previously approved by your Department.

The Flesch readability scores of these forms are:

Form Number Flesch Score

LA-09A 53.8

LA-109A-AR 51.2

LA-110A 54.6

LA-105X 71.5

LA-16300-SUPP-AR 55.9

LA-17460 50.4

Company Tracking Number: LA-09A

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: LA-09A

Project Name/Number: LA-09A/LA-09A

All forms have been filed in our state of domicile, Illinois and are currently pending.

We reserve the right to change the format of the enclosed forms to account for different issuance systems. The order and the content, however, will not be changed.

This filing contains no unusual or controversial items from normal Company or industry standards. We respectfully request your favorable consideration and approval of this filing. If you have questions on any aspect of this filing, please call me.

Company and Contact

Filing Contact Information

Dan Murphy, Compliance Administrator d.murphy@banklife.com 222 Merchandise Mart Plaza (312) 396-6134 [Phone] Chicago, IL 60654-9988 (312) 396-5907[FAX]

Filing Company Information

Bankers Life and Casualty Company CoCode: 61263 State of Domicile: Illinois

600 West Chicago Ave Group Code: 233 Company Type: Chicago, IL 60654-2800 Group Name: State ID Number:

(800) 621-3724 ext. [Phone] FEIN Number: 36-0770740

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: \$50 per filing

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Bankers Life and Casualty Company \$50.00 12/18/2008 24618264

Company Tracking Number: LA-09A

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: LA-09A

Project Name/Number: LA-09A/LA-09A

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	01/05/2009	01/05/2009

Company Tracking Number: LA-09A

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: LA-09A

Project Name/Number: LA-09A/LA-09A

Disposition

Disposition Date: 01/05/2009

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: LA-09A

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: LA-09A

Project Name/Number: LA-09A/LA-09A

•			
Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Form	MODIFIED SINGLE PREMIUM FIXED DEFERRED ANNUITY POLICY		Yes
Form	TAX QUALIFIED LONG-TERM CARE BENEFIT RIDER		Yes
Form	NONFORFEITURE BENEFIT RIDER		Yes
Form	TERMINAL ILLNESS RIDER		Yes
Form	SUPPLEMENTAL APPLICATION		Yes
Form	OUTLINE OF COVERAGE FOR LA-109	A	Yes
Rate	LA-109A-AR Rate		Yes

Company Tracking Number: LA-09A

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: LA-09A

Project Name/Number: LA-09A/LA-09A

Form Schedule

Lead Form Number: LA-09A

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	LA-09A	ract/Fraterr	MODIFIED SINGLE PREMIUM FIXED DEFERRED ANNUITY POLICY	Initial		54	LA-09A.pdf
	LA-109A- AR		TAX QUALIFIED LONG-TERM CARE BENEFIT RIDER	Initial		51	LA-109A- AR.pdf
	LA-110A		NONFORFEITURE BENEFIT RIDER	Initial		55	LA-110A - Nonforfeiture Rider.pdf
	LA-105X	Certificate	TERMINAL ILLNESS RIDER	SInitial		72	LA-105X.pdf
			/SUPPLEMENTAL APPLICATION	Initial		56	LA-16300- SUPP-AR.pdf
	LA-17460	Outline of Coverage	OUTLINE OF COVERAGE FOR LA-109A	Initial		50	LA-17460.pdf

BANKERS LIFE AND CASUALTY COMPANY

A Legal Reserve Stock Company • Home Office: 600 West Chicago Ave • Chicago, IL 60654-2800 (312) 396-6000

ANNUITANT ISSUE AGE AND SEX
POLICY NUMBER DATE OF ISSUE
SINGLE PREMIUM MATURITY DATE

In this policy:

You or Your refers to the Annuitant shown in the Schedule. We, Us or Our refers to Bankers Life and Casualty Company.

Owner refers to the Owner or joint Owners of this policy. The Owner may be someone other than the Annuitant. See WHO OWNS AND CONTROLS YOUR POLICY on page 10 of this policy.

MONTHLY INCOME BENEFIT

We will pay You the Monthly Income Benefit if You are alive on the Maturity Date. The Monthly Income Benefit amount will be determined by placing the Cash Surrender Value under the Payment Plan chosen. See HOW WE PAY MONTHLY INCOME BENEFITS on pages 6 through 9 of this policy. The Maturity Date is shown in the Schedule.

The Monthly Income Benefit payments are subject to the provisions of this policy.

DEATH OF ANNUITANT

We will pay the Death Value to the designated Beneficiary if You die before the Maturity Date. The Death Value is the greater of:

- 1. The Account Value of this policy on Your date of death minus any payments made by Us under this policy after Your date of death; or
- 2. The sum of the Net Single Premium and any Net Premium Increases, less any Withdrawals and Withdrawal Charges, less any Rider Charges and any Long-Term Care Covered Expenses paid from the Account Value.

We will pay the Death Value in one sum, unless otherwise agreed. This payment is subject to the provisions of this policy. See DEATH OF OWNER BEFORE THE MATURITY DATE on page 5 of this policy.

THIRTY DAY RIGHT TO RETURN THIS POLICY

If the Owner is not satisfied with this policy, the Owner may return it to Us within 30 days after receiving it. The Owner may return it to Us by mail or to the agent who sold it. We will then refund any premium paid for the policy. This policy will then be void.

THIS POLICY AND THE DATE IT BEGINS

This policy is a legal contract between the Owner and Us. READ THIS POLICY CAREFULLY. See the POLICY GUIDE on page 1A of this policy.

This policy begins on the Date of Issue shown in the Schedule.

This policy has been signed for Us on its Date of Issue.

Secretary Kal W Kiling President President Examined by

MODIFIED SINGLE PREMIUM FIXED DEFERRED ANNUITY POLICY

THIS POLICY PROVIDES A MONTHLY INCOME BENEFIT- MONTHLY INCOME BENEFIT BEGINS ON THE MATURITY DATE - DEATH VALUE PAYABLE PRIOR TO THE MATURITY DATE - SINGLE PREMIUM DUE ON THE DATE OF ISSUE - THIS POLICY DOES NOT PAY DIVIDENDS

POLICY GUIDE

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BANKERS LIFE AND CASUALTY COMPANY 600 WEST CHICAGO AVE, CHICAGO, IL 60654-2800 TELEPHONE (312) 396-6000

SCHEDULE

ANNUITA	TV	[JOHN J]	DOE]]	35 MALE	ISSUE AGE AND SEX
POLICY 1	NUMBER	[7777	777]	[FEBRUARY	15, 2008	B] DATE OF ISSUE
SINGLE I	PREMIUM	[\$125,000	.00]	[FEBRUARY	15, 2083	B] MATURITY DATE
PREMIUM	TAX RATE	[0.	00%]		LA-09	A POLICY FORM
MINIMUM	ACCOUNT V	ALUE	\$5,000.00			
(1)			PERIOD: I RATE FOR '	THIS INITIA	.L [4.75%]	1 POLICY YEAR
(3)	MINIMUM G	GUARANTEED	INTEREST R.	ATE:		
		10 POLICY YEARS 11			3.00%	2.50%
(4)	WITHDRAWA	AL CHARGE I	PERCENTAGES	:		
		POLICY Y	YEAR	WITHDRAWAL	CHARGE	PERCENTAGE

	,,
1	9.0%
2	8.0%
3	7.0%
4	6.0%
5	5.0%
6	4.0%
7	3.0%
8	2.0%
9	1.0%
10 AND LATER	0.0%

(5) MINIMUM ALLOWABLE FIRST YEAR PREMIUM INCREASE \$1,000

SCHEDULE (Continued)

ANNUITANT	[JOHN J DOE]	[35 MALE]	ISSUE AGE AND SEX
POLICY NUMBER	[7777777]	[FEBRUARY 15, 2008]	DATE OF ISSUE
SINGLE PREMIUM	[\$125,000.00]	[FEBRUARY 15, 2083]	MATURITY DATE

PLAN CODE DESCRIPTION 09A MODIFIED SINGLE PREMIUM FIXED DEFERRED ANNUITY [109A] [LONG-TERM CARE BENEFIT RIDER] RIDER CHARGE PERCENTAGE* [0.39]% MAXIMUM RIDER CHARGE PERCENTAGE: [0.59]% ELIMINATION PERIOD 90 DAYS COMPANY BENEFIT MULTIPLIER [100;200]% [12;24;36] MONTHS ELECTED BENEFIT PERIOD WAITING PERIOD 2 YEARS [110A] [NONFORFEITURE BENEFIT RIDER RIDER CHARGE PERCENTAGE [0.03]%]

*RIDER CHARGE PERCENTAGE SUBJECT TO CHANGE

[TERMINAL ILLNESS RIDER]

[05X]

BENEFICIARY

THE BENEFICIARY

The Beneficiary is any person or entity named as such in the application or as later changed.

HOW TO CHANGE THE BENEFICIARY

Any Beneficiary may be changed at any time during Your lifetime unless stated otherwise in the naming of a Beneficiary. To make a change, the Owner must give Us written notice in a form satisfactory to Us. The form must be signed by the Owner. Any then current Beneficiary whose consent is needed must also sign the form.

WHEN CHANGE IN BENEFICIARY TAKES EFFECT

The Beneficiary will be changed as soon as We record the written notice of change at Our Home Office. Once recorded, the change takes effect as of the date the notice was signed.

If You die after the written notice of change was signed, but before We record it, the change will still take effect as of the date the notice was signed. But this change will be subject to any payment or other action We took before recording it.

IF THE BENEFICIARY DIES

There may be two classes of Beneficiaries: primary and contingent. Unless otherwise designated by the Owner before You die:

- 1. We will pay benefits to a contingent Beneficiary only if no primary Beneficiary survives You.
- 2. If there is more than one Beneficiary in a class, We will pay benefits to them in equal shares.
- 3. If any Beneficiary in a class does not survive You, the surviving Beneficiaries in that class shall be entitled to such Beneficiary's share, in equal shares.
- 4. If no primary or contingent Beneficiary survives You, all interests pass to the Owner, if living; otherwise to the Owner's estate.

HELP IN IDENTIFYING THE BENEFICIARY

We may rely on affidavits or other evidence in identifying the persons in any class named as Beneficiary. Any payment We make in good faith based on this shall satisfy to that extent what We owe on this policy.

SINGLE PREMIUM

The Single Premium is due on the Date of Issue of this policy. The amount of the Single Premium is shown in the Schedule.

The Single Premium can be paid at Our Home Office or to one of Our authorized agents. If asked, We will give a receipt signed by one of Our officers and countersigned by the person receiving the premium.

The Net Single Premium is equal to the Single Premium less any applicable premium tax.

PREMIUM INCREASES

Premium Increases are amounts paid in addition to the Single Premium. Except as allowed by an attached rider, Premium Increases may be added only during the first policy year. Each Premium Increase must be at least the Minimum Allowable First Year Premium Increase shown in the Schedule and must be approved by Us at Our Home Office.

We will begin adding Interest Credits, as described in the ACCOUNT VALUE provision on page 4 of this policy, for each Premium Increase when We accept such Premium Increase. Premium Increases will be credited with their own Guaranteed Interest Rate, which is the rate in effect at the time We accept the Premium Increase.

The Net Premium Increase is equal to the Premium Increase less any applicable premium tax.

ACCOUNT VALUE

The Account Value of this policy is equal to:

- 1. The Net Single Premium; PLUS
- 2. Any Net Premium Increases; PLUS
- 3. Interest Credits; LESS
- 4. Any previous Withdrawals and any previous Withdrawal Charges; LESS
- 5. Any Rider Charges; LESS
- 6. Any Long-Term Care Covered Expenses paid from the Account Value under the Tax Qualified Long-Term Care Benefit Rider.

The Account Value of this policy is subject to a Withdrawal Charge. See the WITHDRAWALS provision below. This means that, in some cases, the Owner may not be able to withdraw the full amount of the Account Value. The Cash Surrender Value is the amount the Owner can withdraw and is described in the WITHDRAWALS provision below.

Interest Credit is the interest We add to the Account Value. It will be credited until the Maturity Date or, if sooner, the date the entire Cash Surrender Value is withdrawn. It will be based on the Guaranteed Interest Rate which will not be less than the Minimum Guaranteed Interest Rate shown in the Schedule.

The Initial Guarantee Period for the Single Premium, shown in the Schedule, is one year and begins on the Date of Issue. The Initial Guarantee Period for any Premium Increase is one year and begins on the date the payment is accepted by Us and credited to this policy. Subsequent Guarantee Periods and Guaranteed Interest Rates will be declared by Us. The Guaranteed Interest Rate We declare will never be less than the Minimum Guaranteed Interest Rate shown in the Schedule.

The Minimum Guaranteed Interest Rate is shown in the Schedule and is the minimum rate of interest that We may credit. We may declare, in advance, a Guaranteed Interest Rate higher than the Minimum Guaranteed Interest Rate. If a higher rate is declared for a specified Guarantee Period, We may lower it for later Guarantee Periods, but not below the Minimum Guaranteed Interest Rate.

WITHDRAWALS

Withdrawals are monies paid to the Owner from the Account Value. This includes monies withdrawn from the policy or riders. The Owner may take partial Withdrawals or surrender the policy.

At any time before the Maturity Date, the Owner may withdraw the entire Cash Surrender Value of this policy. At the time of full surrender, the Owner may choose a lump sum payout or one of the Payment Plans offered in this policy. Partial Withdrawals are permitted only if the remaining Account Value is at least the Minimum Account Value shown in the Schedule.

Only upon receiving written approval from the Department of Insurance of the issue state of the policy, will We have the right to postpone payment of a Withdrawal for up to six months. This six month period will start on the date We receive the request for the Withdrawal. If We defer any payment, We will pay You interest at the rate required by the laws of the issue state.

WITHDRAWAL CHARGE

A Withdrawal Charge is an amount which We may charge when any portion of the Account Value is withdrawn from this policy. It is equal to the amount withdrawn multiplied by the Withdrawal Charge Percentage. The Withdrawal Charge Percentage is shown in the Schedule.

WITHDRAWALS (Continued)

PARTIAL WITHDRAWALS

Each policy year, the Owner may take one partial Withdrawal of up to 10% of the Account Value without a Withdrawal Charge. If the Owner withdraws more than 10% of the Account Value, the Withdrawal Charge will apply to the amount in excess of 10%. If the Owner takes more than one partial Withdrawal in a policy year, the Withdrawal Charge will apply to the amount of the second and later Withdrawals. Partial Withdrawals are permitted only if the remaining Account Value is equal to or greater than the Minimum Account Value shown in the Schedule.

MATURITY DATE

The Maturity Date is shown in the Schedule and, unless amended by an attached rider, is the policy anniversary following the Annuitant's ninety-fifth birthday.

DEATH OF OWNER BEFORE THE MATURITY DATE

SOLE OWNER IS THE ANNUITANT

If You die, the entire Death Value must be distributed to the designated Beneficiary and the policy will end, unless the designated Beneficiary is Your spouse. See DEATH OF ANNUITANT on page 1 of this policy. If the designated Beneficiary is Your spouse, Your spouse, in lieu of receiving payments, may make a written request to continue this policy as the Owner and Annuitant. We must receive such request no later than one year from Your death.

If the designated Beneficiary is not Your spouse, all payments must be completed within five years of Your death, unless a Lifetime Payment Plan is chosen. A Lifetime Payment Plan is a Payment Plan based on the life of the designated Beneficiary or a period not exceeding the designated Beneficiary's life expectancy. A Lifetime Payment Plan must start within one year of Your death.

SOLE OWNER IS NOT THE ANNUITANT

If the Owner dies, the entire Cash Surrender Value must be distributed and the policy will end. If the deceased Owner's spouse is the contingent Owner, the policy will be continued in force at the option of the surviving spouse. If there is a contingent Owner, payments will be made to the contingent Owner. Otherwise, payments will be made to the Owner's estate. All payments must be complete in whom the payments of the Owner's estate. death, unless a Lifetime Payment Plan is chosen. If a Lifetime Payment Plan is chosen, it must start within one year after the Owner's death.

In the event You and the Owner (if the Owner is not You) should die simultaneously or within six (6) days of each other, We will pay only one benefit as if the Owner survived You.

JOINT OWNERS - OWNER WHO DIES IS THE ANNUITANT

If You die and You are a joint Owner, the entire Death Value must be distributed to the designated Beneficiary and the policy will end, unless the designated Beneficiary is Your spouse. If the designated Beneficiary is not Your spouse, the Death Value will be distributed to the designated Beneficiary. See DEATH OF ANNUITANT on page 1 of this policy. Payments must be completed within five years of Your death, unless a Lifetime Payment Plan is chosen. A Lifetime Payment Plan must start within one year of Your death.

If the designated Beneficiary is Your spouse, Your spouse, in lieu of receiving payments, may make a written request to continue this policy as the Owner and Annuitant. We must receive such request no later than one year from Your death.

JOINT OWNERS - OWNER WHO DIES IS NOT THE ANNUITANT

If the policy has joint Owners, they will be deemed to be joint Owners with right of survivorship, unless tenancy in common is indicated in the application or a later agreement signed by all joint Owners and received by Us before the death of a joint Owner. If a joint Owner dies who is not the Annuitant, the entire Cash Surrender Value must be distributed and the policy will end, unless the sole surviving joint Owner is the deceased joint Owner's spouse. The Cash Surrender Value will be distributed in a lump sum, unless otherwise requested. The lump sum payment will be paid as follows: (a) if joint Owners with right of survivorship, to the surviving joint Owners; (b) if tenants in common, to the surviving joint Owners and the contingent Owner, if any, of the deceased joint Owner, as their interests may appear.

All payments must be completed within five years of the joint Owner's death, unless a Lifetime Payment Plan is chosen. A Lifetime Payment Plan must start within one year of the joint Owner's death. If the deceased joint Owner's spouse is the sole surviving joint Owner, the policy may be continued in force.

DEATH OF OWNER ON OR AFTER THE MATURITY DATE

If the Owner or a joint Owner dies, any remaining payments must be paid out to You at least as rapidly as they would have been paid under the Payment Plan in effect at the time of the Owner's or joint Owner's death.

MINIMUM POLICY VALUES AND ANNUAL STATEMENTS

All policy values are more than, or equal to, the minimum required by law. Where required, We have filed the method used to calculate these values with the Department of Insurance of the state where this policy's application has been signed by the Owner.

We will send the Owner a statement showing the amount of the Account Value on at least an annual basis at no cost and at any other time when asked.

HOW WE PAY MONTHLY INCOME BENEFITS

We will pay the Monthly Income Benefit under the Payment Plan chosen. If no Payment Plan is chosen, We will pay the benefit under Payment Plan (4) with a guaranteed period of 10 years. The Death Value payable before the Maturity Date will be paid in one sum, unless otherwise agreed.

The Monthly Income Benefit amount will be determined by placing the Cash Surrender Value under the Payment Plan chosen.

CHOICE OF OTHER PAYMENT PLANS

While You are living, the Owner may choose any Payment Plan set out below. If no choice has been made, the Beneficiary, after Your death, may make the choice, subject to the provisions of this policy. Any choice of a Payment Plan must be in writing.

PAYMENT PLAN (1) MONTHLY PAYMENTS FOR A CERTAIN NUMBER OF YEARS - We will pay the benefit in equal monthly payments for a fixed period between 5 and 25 years. The minimum monthly payment is calculated using the table below. Table values are calculated using an interest rate of 1.5%.

MINIMUM MONTHLY INCOME BENEFIT PAYMENT FOR PAYMENT PLAN (1) FOR EACH \$1,000 APPLIED

Years Certain	Monthly Payment								
1	N/A	6	\$14.51	11	\$8.21	16	\$5.85	21	\$4.62
2	N/A	7	\$12.53	12	\$7.58	17	\$5.55	22	\$4.44
3	N/A	8	\$11.04	13	\$7.05	18	\$5.27	23	\$4.28
4	N/A	9	\$ 9.89	14	\$6.59	19	\$5.03	24	\$4.13
5	\$17.28	10	\$ 8.96	15	\$6.20	20	\$4.81	25	\$3.99

PAYMENT PLAN (2) MONTHLY PAYMENTS OF A CERTAIN AMOUNT - We will pay the benefit in equal monthly payments of a chosen amount until the benefit and interest have been exhausted. Monthly Income Benefits will be calculated based on an interest rate of at least 1.5%.

PAYMENT PLAN (3) MONTHLY PAYMENTS FOR LIFE - We will pay the benefit in equal monthly payments during Your lifetime (or the lifetime of the designated Beneficiary or Owner, if applicable). The minimum monthly payment is calculated using the following table. It is based on the Your age (or the age of the designated Beneficiary or Owner, if applicable) when the first payment is payable.

PAYMENT PLAN (4) MONTHLY PAYMENTS FOR LIFE WITH A GUARANTEED PERIOD - We will pay the benefit in equal monthly payments during the longer of the guaranteed period or Your lifetime (or the lifetime of the designated Beneficiary or Owner, if applicable). The minimum monthly payment is calculated using the following table. It is based on Your age (or the age of the designated Beneficiary or Owner, if applicable) when the first payment is payable.

The amounts of the monthly payments shown in the tables are based on the Annuity 2000 Mortality Table (Age Last Birthday) and 1.5% interest.

HOW WE PAY MONTHLY INCOME BENEFITS (Continued)

MINIMUM MONTHLY PAYMENT FOR PAYMENT PLAN (3) FOR EACH \$1,000 APPLIED LIFE ONLY

				I L ONL				
Age at	Monthly	Payment	Age at	Monthly	Payment	Age at		Payment
Annuitization	Male	Female	Annuitization	Male	Female	Annuitization	Male	Female
0	\$1.79	\$1.74	37	\$2.58	\$2.44	74	\$7.00	\$6.25
1	\$1.80	\$1.75	38	\$2.62	\$2.47	75	\$7.31	\$6.53
2	\$1.81	\$1.76	39	\$2.67	\$2.51	76	\$7.64	\$6.85
3	\$1.83	\$1.77	40	\$2.71	\$2.55	77	\$8.00	\$7.18
4	\$1.84	\$1.78	41	\$2.76	\$2.59	78	\$8.38	\$7.55
5	\$1.85	\$1.79	42	\$2.81	\$2.63	79	\$8.79	\$7.94
· ·	Ψσσ	Ψσ		Ψ=.σ.	Ψ=.00	. •	Ψ0σ	Ψ
6	\$1.86	\$1.81	43	\$2.86	\$2.67	80	\$9.23	\$8.37
7	\$1.88	\$1.82	44	\$2.91	\$2.71	81	\$9.70	\$8.84
8	\$1.89	\$1.83	45	\$2.96	\$2.76	82	\$10.20	\$9.34
9	\$1.91	\$1.84	46	\$3.02	\$2.81	83	\$10.73	\$9.89
10	\$1.92	\$1.86	47	\$3.08	\$2.86	84	\$11.30	\$10.47
	¥	¥ 1100		4 - 1 - 1	4 —		*	* 10111
11	\$1.94	\$1.87	48	\$3.14	\$2.92	85	\$11.91	\$11.11
12	\$1.95	\$1.89	49	\$3.21	\$2.97	86	\$12.55	\$11.79
13	\$1.97	\$1.90	50	\$3.28	\$3.03	87	\$13.24	\$12.52
14	\$1.99	\$1.92	51	\$3.35	\$3.09	88	\$13.97	\$13.29
15	\$2.00	\$1.93	52	\$3.43	\$3.16	89	\$14.74	\$14.10
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16	\$2.02	\$1.95	53	\$3.51	\$3.23	90	\$15.56	\$14.96
17	\$2.04	\$1.96	54	\$3.59	\$3.30	91	\$16.43	\$15.85
18	\$2.06	\$1.98	55	\$3.68	\$3.38	92	\$17.35	\$16.78
19	\$2.08	\$2.00	56	\$3.77	\$3.46	93	\$18.32	\$17.75
20	\$2.10	\$2.02	57	\$3.87	\$3.54	94	\$19.37	\$18.76
20	Ψ2.10	Ψ2.02	0.1	ψ0.07	φο.σ ι	0 1	Ψ10.01	Ψ10.70
21	\$2.12	\$2.03	58	\$3.98	\$3.63	95	\$20.49	\$19.82
22	\$2.14	\$2.05	59	\$4.09	\$3.73	96	\$21.71	\$20.95
23	\$2.16	\$2.07	60	\$4.21	\$3.83	97	\$23.05	\$22.18
24	\$2.19	\$2.09	61	\$4.34	\$3.93	98	\$24.54	\$23.54
25	\$2.21	\$2.11	62	\$4.47	\$4.05	99	\$26.24	\$25.08
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26	\$2.24	\$2.14	63	\$4.62	\$4.17	100	\$28.16	\$26.84
27	\$2.26	\$2.16	64	\$4.77	\$4.30	101	\$30.38	\$28.88
28	\$2.29	\$2.18	65	\$4.93	\$4.44	102	\$32.93	\$31.25
29	\$2.32	\$2.21	66	\$5.11	\$4.58	103	\$35.89	\$34.01
30	\$2.34	\$2.23	67	\$5.30	\$4.74	104	\$39.31	\$37.26
00	Ψ2.01	Ψ2.20	01	ψ0.00	Ψ1.71	10-1	ψου.σ ι	ψ07.20
31	\$2.37	\$2.26	68	\$5.50	\$4.91	105	\$43.30	\$41.07
32	\$2.41	\$2.29	69	\$5.71	\$5.09	106	\$47.95	\$45.55
33	\$2.44	\$2.31	70	\$5.93	\$5.29	107	\$53.39	\$50.84
34	\$2.47	\$2.34	70 71	\$6.17	\$5.50	108	\$59.76	\$57.11
35	\$2.51	\$2.37	71 72	\$6.43	\$5.73	109	\$67.26	\$64.55
36	\$2.55	\$2.41	73	\$6.70	\$5.73 \$5.98	110	\$76.13	\$73.42
30	Ψ2.00	ΨΔ.41	7.5	ψυ. τ υ	ψυ.συ	110	ψι υ. ι υ	Ψ1 0.42

HOW WE PAY MONTHLY INCOME BENEFITS (Continued)

MINIMUM MONTHLY PAYMENT FOR PAYMENT PLAN (4) FOR EACH \$1,000 APPLIED

Lifetime Payments with 10 Year Guaranteed Period

			ayments with				8.4 -1.1	
Age at	-	Payment	Age at	-	Payment	Age at	-	Payment
Annuitization	Male	Female	Annuitization	Male		Annuitization	Male	Female
0	\$1.79	\$1.74	37	\$2.58	\$2.44	74 	\$6.23	\$5.81
1	\$1.80	\$1.75	38	\$2.62	\$2.47	75	\$6.41	\$6.01
2	\$1.81	\$1.76	39	\$2.66	\$2.51	76	\$6.59	\$6.21
3	\$1.83	\$1.77	40	\$2.71	\$2.54	77	\$6.78	\$6.41
4	\$1.84	\$1.78	41	\$2.75	\$2.58	78	\$6.96	\$6.62
5	\$1.85	\$1.79	42	\$2.80	\$2.62	79	\$7.13	\$6.83
6	\$1.86	\$1.81	43	\$2.85	\$2.67	80	\$7.31	\$7.03
7	\$1.88	\$1.82	44	\$2.90	\$2.71	81	\$7.47	\$7.23
8	\$1.89	\$1.83	45	\$2.95	\$2.76	82	\$7.63	\$7.42
9	\$1.91	\$1.84	46	\$3.01	\$2.80	83	\$7.78	\$7.60
10	\$1.92	\$1.86	47	\$3.07	2.85	84	\$7.93	\$7.77
11	\$1.94	\$1.87	48	\$3.13	\$2.91	85	\$8.06	\$7.93
12	\$1.95	\$1.89	49	\$3.19	\$2.96	86	\$8.18	\$8.08
13	\$1.97	\$1.90	50	\$3.26	\$3.02	87	\$8.30	\$8.21
14	\$1.99	\$1.91	51	\$3.33	\$3.08	88	\$8.40	\$8.32
15	\$2.00	\$1.93	52	\$3.40	\$3.14	89	\$8.49	\$8.43
16	\$2.02	\$1.95	53	\$3.47	\$3.21	90	\$8.57	\$8.52
17	\$2.04	\$1.96	54	\$3.55	\$3.28	91	\$8.65	\$8.60
18	\$2.06	\$1.98	55	\$3.64	\$3.35	92	\$8.71	\$8.67
19	\$2.08	\$2.00	56	\$3.73	\$3.43	93	\$8.77	\$8.73
20	\$2.10	\$2.01	57	\$3.82	\$3.51	94	\$8.82	\$8.79
21	\$2.12	\$2.03	58	\$3.92	\$3.60	95	\$8.86	\$8.83
22	\$2.14	\$2.05	59	\$4.02	\$3.69	96	\$8.89	\$8.87
23	\$2.16	\$2.07	60	\$4.13	\$3.79	97	\$8.91	\$8.90
24	\$2.18	\$2.09	61	\$4.24	\$3.89	98	\$8.93	\$8.92
25	\$2.21	\$2.11	62	\$4.36	\$3.99	99	\$8.95	\$8.94
26	\$2.23	\$2.14	63	\$4.49	\$4.10	100	\$8.95	\$8.95
27	\$2.26	\$2.16	64	\$4.62	\$4.22	101	\$8.96	\$8.96
28	\$2.29	\$2.18	65	\$4.76	\$4.35	102	\$8.96	\$8.96
29	\$2.31	\$2.21	66	\$4.90	\$4.48	103	\$8.96	\$8.96
30	\$2.34	\$2.23	67	\$5.05	\$4.62	104	\$8.96	\$8.96
31	\$2.37	\$2.26	68	\$5.21	\$4.77	105	\$8.96	\$8.96
32	\$2.40	\$2.28	69	\$5.37	\$4.92	106	\$8.96	\$8.96
33	\$2.44	\$2.31	70	\$5.53	\$5.08	107	\$8.96	\$8.96
34	\$2.47	2.34	71	\$5.70	\$5.25	108	\$8.96	\$8.96
35	\$2.51	2.37	72	\$5.87	\$5.43	109	\$8.96	\$8.96
36	\$2.54	2.40	73	\$6.05	\$5.62	110	\$8.96	\$8.96
30	Ψ=.0 .		. •	Ψ3.00	Ψ0.02		Ψ0.00	Ψ0.00

HOW WE PAY MONTHLY INCOME BENEFITS (Continued)

PAYMENT PLAN (5) ANY OTHER AGREED TO PAYMENT PLAN - We will pay benefits under any other Payment Plan agreed to between Us and the Owner or designated Beneficiary of this policy, provided that such plan does not disqualify this policy as insurance under applicable tax laws.

LARGER PAYMENTS

It may happen that when payments are to begin for this policy under one of the Payment Plans described above, We will be paying larger payments than those shown. These will be in an amount and paid by a method We determine.

WHEN PAYMENTS BEGIN UNDER PAYMENT PLANS

We will make the first payment as soon as the Cash Surrender Value (or Death Value, if applicable) is placed under the Payment Plan selected.

DEATH OF PERSON RECEIVING MONTHLY INCOME BENEFITS

If the person receiving the Monthly Income Benefit dies before receiving all payments owed, We will calculate the one sum value of all remaining payments and will pay this one sum value in a single payment to that person's estate, unless otherwise agreed. We will calculate the one sum value by discounting each remaining guaranteed payment from the date it is due to the date of the single payment, using the same interest rate for discounting as We used to determine each payment.

RESTRICTIONS ON PAYMENT PLANS

Once payments under a Payment Plan have begun, no one may do anything that would in any way change or affect the Payment Plan without Home Office approval.

Any Payment Plan chosen is subject to the rights of any assignee. The chosen plan is also subject to the rights of a Beneficiary if such Beneficiary's interest cannot be taken away.

If this policy has been assigned, We may pay in a lump sum all that is due the assignee. This would apply even though the benefits of this policy are placed under a Payment Plan. Any money left over would, however, be applied under the Payment Plan chosen.

If benefits are payable to an association, partnership, corporation or fiduciary, benefits may be placed under a Payment Plan only if We agree.

Minimum amounts applied under any Payment Plan and the minimum amount of each payment must meet Our rules in effect at the time the Payment Plan is chosen.

Under Payment Plan (3) or (4), We may require proof of the age of the person upon whose life the payments are based. We may also, at any time, require proof that such person is still alive.

For additional restrictions that may apply to Payment Plans upon the death of the Owner, see DEATH OF OWNER BEFORE THE MATURITY DATE and DEATH OF OWNER ON OR AFTER THE MATURITY DATE on pages 5 and 6 of this policy.

GENERAL PROVISIONS

BASIS AND CONSIDERATION FOR YOUR POLICY

We issued this policy on the basis of the information given Us on the application and the payment of the Single Premium for this policy.

THE POLICY AND APPLICATION MAKE UP THE ENTIRE CONTRACT

The entire annuity contract consists of this policy, its application and any attached riders. The application was attached to this policy when it was issued. All statements made in this application will be considered representations and not warranties. Except as allowed by law, We cannot use any statement in the application to void this policy.

WHO HAS AUTHORITY TO CHANGE THIS POLICY

This policy cannot be changed, nor any provision waived except by written agreement. The agreement must be signed by an officer of Our company. No agent can change or waive any policy provision.

LIMITATION ON OUR RIGHT TO CONTEST THIS POLICY

After the Date of Issue, except as changed by any rider attached, We cannot contest the policy during Your lifetime.

CHOICE OF LAW

This insurance policy and claims arising under it are governed by the laws of the state where this policy's application has been signed by the Owner, exclusive of such state's choice of laws provisions.

MISSTATEMENT OF YOUR AGE OR SEX

If Your age or sex (or the age or sex of the designated Beneficiary or Owner, if applicable), has been misstated, the Monthly Income Benefit will be changed. The new Monthly Income Benefit will be that which the Account Value (or Death Value, if applicable) would have been under the Payment Plan chosen at Your (or the designated Beneficiary's or Owner's, if applicable) correct age and sex. Any overpayment or underpayment of the Monthly Income Benefit on account of the misstatement will be corrected by adjusting the next payment or payments. Interest at 6% per year will be charged on overpayments and paid on underpayments. Such interest will be computed from the date of the first overpayment or underpayment to the date of adjustment.

WHO OWNS AND CONTROLS YOUR POLICY

You are the Owner of this policy, unless otherwise stated in the application or later changed. During Your lifetime, only the Owner may exercise the rights and privileges of this policy. If more than one Owner is named, the joint Owners must agree to any change.

ASSIGNMENT OF YOUR POLICY

The Owner may assign this policy. We will not be bound by any assignment until a signed copy is recorded at Our Home Office. The rights of the Owner, Beneficiary and any other person will then be subject to the rights of the assignee. We are not responsible for the validity of any assignment.

CALCULATING POLICY YEARS AND ANNIVERSARIES

Policy years and policy anniversaries are calculated from the Date of Issue.

NO DIVIDENDS UNDER THIS POLICY

This policy does not share in Our earnings. No dividends are payable.

WHERE POLICY BENEFITS ARE PAYABLE

We will pay policy benefits from Our Home Office.

PROOF OF DEATH REQUIRED

We will pay the Death Value under this policy when We receive due proof of death. This payment is subject to all of the provisions of this policy.

CLAIMS OF CREDITORS

To the extent permitted by law, any policy payments are not subject to the claims of creditors of a Beneficiary or of any other person or entity receiving the benefits.

THIS POLICY PRO MATURITY DATE - THE DATE OF ISS	· DEATH VALUE PA	LY INCOME BENI AYABLE PRIOR T	EFIT- MONTHLY I O THE MATURITY	NNUITY POLICY NCOME BENEFIT E ' DATE - SINGLE PR	BEGINS ON THE EMIUM DUE ON

BANKERS LIFE AND CASUALTY COMPANY

A Legal Reserve Stock Company • Home Office: 600 West Chicago Ave • Chicago, IL 60654-2800 (312) 396-6000

TAX QUALIFIED LONG-TERM CARE BENEFIT RIDER Facility Care and Home and Community-Based Care Benefits

This Rider is subject to all terms, conditions, limitations and exceptions of the policy to which it is attached, except where specifically changed by this Rider.

We promise to pay the Owner the benefits provided by this Rider. Benefits are subject to this Rider's definitions, limitations and exclusions.

RENEWAL CONDITIONS - GUARANTEED RENEWABLE RIDER CHARGE PERCENTAGES SUBJECT TO CHANGE

This Rider is guaranteed renewable. This means that We may not, on Our own, cancel or reduce coverage provided by this Rider. Subject to the WHEN THIS RIDER ENDS provision, this Rider will remain in force as long as the Policy to which it is attached remains in force.

We may change the Rider Charge Percentage for this Rider only if We change it for all individuals covered by this Rider in the state where this policy's application has been signed by the Owner on a class basis. We will provide the Owner with written notice of any change in the Rider Charge Percentage within the time required by the state in which the application was signed by the Owner. However in no event will we increase the Rider Charge Percentage beyond the Maximum Long-Term Care Rider Charge Percentage shown in the Schedule.

THIRTY DAY RIGHT TO RETURN THIS RIDER

If the Owner is not satisfied with this Rider, the Owner may return it to Us within 30 days after the Owner receives it. The Owner may return it to Us by mail or to the agent who sold it. We will then void this Rider and the policy to which it is attached and refund any premium paid for the policy.

NOTICE TO BUYER

This Rider is part of the legal contract between the Owner and Us. The insurance it provides may NOT cover all of the costs associated with long term care incurred by You during the period of coverage. You and the Owner are, therefore, advised to **READ THIS RIDER CAREFULLY AND REVIEW ALL RIDER LIMITATIONS AND EXCLUSIONS.**

This Rider is intended to be a Tax Qualified Long-Term Care Insurance Rider under Section 7702B(b) of the Internal Revenue Code as enacted by "The Health Insurance Portability and Accountability Act of 1996".

IMPORTANT NOTICE ABOUT STATEMENTS IN THE SUPPLEMENTAL APPLICATION

Caution: The issuance of this insurance Rider is based upon the responses to the questions on the supplemental application for this Rider. A copy of the supplemental application is attached to the policy. If the answers are incorrect or untrue, We may have the right to deny benefits or rescind this Rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of the answers are incorrect, contact Us at the above address.

RIDER GUIDE

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CONSIDERATION - RIDER CHARGE

We issued this Rider in consideration of the application (a copy is attached) and payment of the Rider Charge. The Rider Charge will be a percentage, as shown in the Schedule, of the greater of:

- 1. The annuity's Account Value; OR
- 2. The sum of the Net Single Premium and any Net Premium Increases, less any Withdrawals and Withdrawal Charges (not including any Rider Charges for this Rider and the Nonforfeiture Benefit Rider) and any Long-Term Care Covered Expenses paid from the Account Value.

The Rider Charge will be deducted monthly.

RIDER CHARGES REFUND AT DEATH

We'll refund that part of any Rider Charges paid covering the period beyond Your date of death.

RIGHT TO REDUCE COVERAGE

Any time after the first Rider Year and effective upon renewal, the Owner has the right to reduce the Rider Charge for this Rider by reducing Rider benefit amounts. Any request is limited to the options available and the minimum requirements in the state in which the application was signed by the Owner. Below is a listing of the possible options that are available:

The Owner may choose to:

- 1. Reduce the Company Benefit Multiplier; and/or
- 2. Increase the Elected Benefit Period.

The Rider Charges will be based on the reduced amount of coverage chosen and Your age at the time the rider was issued. No underwriting will be required. Any benefit decrease chosen will be made by attachment of a new Schedule.

If the Owner chooses to exercise this right, the Owner may contact Us at the Home Office or the agent to discuss reduction options in which the Owner is interested. We will then send the Owner the necessary information (including the applicable Rider Charges for the option(s) in which the Owner is interested) needed to complete this change.

We will also notify the Owner of the right to reduce coverage in the event this Rider is about to lapse or experience an increase in Rider Charge Percentage. Our notice to the Owner in such case will include information on the minimum Rider benefit amount(s) that may be chosen to reduce coverage for the two options mentioned above and their Rider Charge Percentages.

GENERAL DEFINITIONS

Note: Additional definitions are found in specific benefit provisions.

Calendar Year is the period beginning on the Date of Issue and ending December 31 of that year. Then it is the period from January 1 through December 31 of each following year.

Covered Expenses are defined and limited below in the provisions titled FACILITY CARE COVERED EXPENSES, HOME AND COMMUNITY-BASED CARE COVERED EXPENSES, and ADDITIONAL COVERED EXPENSES. Covered Expenses do not include charges for personal, comfort or convenience items such as television, radio or telephone.

Home means Your primary place of residence that You use principally for independent residential living. Home does not mean a Nursing Home, Assisted Living Facility, Hospital or other institutional setting.

GENERAL DEFINITIONS (Continued)

Hospital means a place defined, and approved for payment, as a Hospital by Medicare, or accredited as a Hospital by the Joint Commission on Accreditation of Health Care Organizations, the American Osteopathic Association or the Commission on the Accreditation of Rehabilitation Facilities.

Hospital doesn't mean a convalescent, nursing, rest or skilled nursing facility, nor a place that primarily treats the aged, drug addiction or alcoholism, including units in a hospital used for such care.

Immediate Family means You, Your spouse, and the children, brothers, sisters, parents, grandparents and grandchildren of either You or Your spouse.

Licensed Health Care Practitioner means any licensed Physician, registered professional nurse or licensed social worker. It doesn't include a member of the Immediate Family.

Medicaid means the Health Insurance for the Aged Act, Title XIX of the Social Security Amendments of 1965 as then constituted or later amended.

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended.

Physician means any licensed practitioner of the healing arts acting within the scope of his or her license in treating any injury or sickness. It doesn't include a member of the Immediate Family.

Plan of Care means a written individualized program of care prescribed for a Chronically III individual. This Plan of Care must be developed, supervised and approved in writing by a Licensed Health Care Practitioner. We may require a copy of the initial Plan of Care and any changes later made to it.

Qualified Long-Term Care Services means necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services and maintenance or personal care services which are:

- 1. needed by a Chronically III individual; and
- 2. under a Plan of Care prescribed by a Licensed Health Care Practitioner.

Rider Year is the 12-month period measured from the Rider Effective Date and each succeeding 12-month period.

Waiting Period means the period before any Rider benefits are payable and is shown in the Schedule. The Waiting Period begins on the Rider Effective Date.

Week means a period of seven (7) days beginning on Sunday and ending on the following Saturday.

BENEFIT PROVISIONS

Important terms used within the following Benefit Provisions are shown in bold print and defined therein.

ELIGIBILITY FOR THE PAYMENT OF BENEFITS

Before benefits will be paid for Covered Expenses: (1) a Licensed Health Care Practitioner must certify that such expenses for Qualified Long-Term Care Services are needed because You are Chronically III; and (2) the Elimination Period, if any, and Waiting Period must be satisfied.

We may periodically review the necessity of care and treatment. Our review may include: (1) diagnosis, symptoms, complaints, and complications of a condition; (2) the reason for the services being rendered; (3) a Licensed Health Care Practitioner's orders; (4) schedule of treatment; (5) the patient's physical limitations and impairments; (6) the objectives of the Licensed Health Care Practitioner's Plan of Care; and (7) whether the expenses are for Qualified Long-Term Care Services.

Chronically III means You have been certified by a Licensed Health Care Practitioner within the preceding 12 month period as:

- 1. being Functionally Incapacitated for a period expected to last at least 90 days; or
- having a Severe Cognitive Impairment.

Severe Cognitive Impairment means there is a deterioration or loss in intellectual capacity which requires Substantial Supervision to protect one's self from threats to health and safety. Cognitive Impairment is measured by clinical evidence or standardized tests which reliably measure impairment in one's:

- short or long term memory;
- 2. orientation as to people, place, and time;
- 3. deductive or abstract reasoning; or
- 4. judgment as it relates to safety awareness.

Such loss of intellectual capacity can result from the following covered conditions: Alzheimer's disease, Parkinson's disease, senile dementia or other nervous or mental disorders.

Elimination Period means the number of days You must receive covered Facility Care or Home and Community-Based Care services before benefits are payable. If You are receiving covered Home and Community-Based Care services, then three (3) days will be counted toward the Elimination Period for each day that covered Home and Community-Based Care services are received. The Elimination Period has to be satisfied only once under this Rider. It does not apply to Hospice Care, Respite Care, Ambulance Services, Home Modifications, Caregiver Training, or Monitoring Equipment benefits. The Elimination Period is shown in the Schedule. Any day that You receive covered services during the Waiting Period will not count towards satisfaction of the Elimination Period.

Functional Incapacity means the inability to perform two (2) or more of the Activities of Daily Living defined below without the Hands-on Assistance or Standby Assistance of another person. Such Functional Incapacity must be expected to last at least 90 days.

Activities of Daily Living are:

Bathing - washing oneself by sponge bath; or in either a tub or shower, including getting into or out of the tub or shower.

Continence - maintaining control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).

Dressing - putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

Eating - feeding oneself by getting food into the body from a table, a plate, cup or other receptacle or by a feeding tube or intravenously.

Toileting - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring - moving into or out of a bed, chair or wheelchair.

Hands-on Assistance means physical assistance without which the individual would be unable to perform an Activity of Daily Living.

Standby Assistance means another person must be within arm's reach of an individual to prevent, by physical intervention if necessary, injury while performing an activity of daily living.

Substantial Supervision means continual supervision (which may include cuing by verbal prompting, gestures or other demonstrations) by another person that is necessary to protect a Severely Cognitively Impaired person from threats to his or her own health or safety.

BENEFIT PAYMENTS

Subject to the ELIGIBILITY FOR THE PAYMENT OF BENEFITS and CONDITIONS ON ELIGIBILITY FOR BENEFITS provisions, We will pay for the Covered Expenses incurred by You up to the Maximum Benefit Amount.

A Covered Expense is incurred on the date the service or treatment is given or the supply is purchased. A Covered Expense must be incurred while this Rider is in force.

Benefits from this Rider will first be paid from the Account Value and will reduce the Account Value. Once the Account Value has been exhausted, monthly Company Benefits will be paid as described below.

Elected Benefit Period means the number of months selected by the Owner where benefits will be paid from the Account Value. The Elected Benefit Period is shown in the Schedule or revised Schedule if the Owner elects to reduce benefit. This term is only used in the calculation of the Maximum Monthly Benefit Limit and benefits may be paid from the Account Value for more months than the Elected Benefit Period.

Company Benefits are the benefits paid by Us after covered expenses have exhausted the Account Value. The Company Benefit is equal to the Company Benefit Multiplier times the greater of:

- 1. The sum of all Covered Expenses deducted from the Account Value; or
- 2. The sum of the Net Single Premium and any Net Premium Increases less any Withdrawals and Withdrawal Charges (not including any Rider Charge deductions).

The Company Benefit Multiplier is shown in the Schedule

Maximum Monthly Benefit Limit means the maximum amount We will pay per calendar month for all Covered Expenses, after the applicable Elimination Period and Waiting Period have been satisfied. The initial Maximum Monthly Benefit Limit is equal to the Account Value at the time You qualify for benefits divided by Elected Benefit Period.

The Maximum Monthly Benefit Limit will be recalculated each time You incur covered expenses under a new Any One Period of Expense. The new Maximum Monthly Benefit Limit will be the greater of the Maximum Monthly Benefit Limit at the time of recovery from the prior Any One Period of Expense or the then current Account Value divided by the Elected Benefit Period.

The Maximum Monthly Benefit Limit will also be recalculated when Company Benefits begin. The new Maximum Monthly Benefit Limit will be the greater of the Maximum Monthly Benefit Limit prior to the recalculation or the sum of the Net Single Premium and any Net Premium Increases less any Withdrawals and Withdrawal Charges, divided by the Elected Benefit Period.

The Maximum Monthly Benefit Limit will be affected if a Withdrawal is taken (See Effect of Policy Withdrawals provision below) or if an Optional Benefit Increase is exercised.

REDUCTION OF POLICY VALUES

While the Account Value is greater than zero, it will be reduced by the amount Covered Expenses paid.

EFFECT OF POLICY WITHDRAWALS

The Maximum Monthly Benefit Limit will be reduced by an amount proportional to any policy Withdrawals and Withdrawal Charges deducted from the Account Value.

CONDITIONS ON ELIGIBILITY FOR BENEFITS

We will not pay more per calendar month than the Maximum Monthly Benefit Limit for the total of all Covered Expenses.

We will not pay more than the Maximum Benefit Amount for the total of all Covered Expenses.

Any One Period of Expense begins when You first incur a charge for Qualified Long-Term Care Services covered by this Rider. It ends on the earlier of: (a) the date You have, for 180 consecutive days, not been Functionally Incapacitated, and have not had a Severe Cognitive Impairment, and have not required or received Qualified Long Term Care Services for the same cause or causes for which the previous Period of Expense began; OR (b) the date the Maximum Benefit Amount has been exhausted.

Maximum Benefit Amount means the maximum amount We will pay for the combined total of all Covered Expenses. This amount is equal to the sum of Covered Expenses deducted from the Account Value and the Company Benefit. The maximum Benefit Amount will be affected if a Withdrawal is taken or an Optional Benefit Increase is exercised.

COVERED EXPENSES:

The following are Covered Expenses, but only to the extent that they are Qualified Long-Term Care Services.

I. FACILITY CARE COVERED EXPENSES

A. FACILITY CARE:

The charges incurred for care (including room, board, services and supplies) provided while confined in a Nursing Home or Assisted Living Facility.

Nursing Home means a place which (a) if licensing is required, is licensed as a Nursing Home to provide nursing care (skilled or intermediate) for persons at their own expense and maintains all appropriate licensing under the laws where it is located to provide such care; or (b) if licensing is not required, meets ALL of the following requirements:

- 1. has services performed by or under the continual, direct and immediate supervision of a registered nurse, licensed practical nurse or licensed vocational nurse, on-site twenty-four (24) hours per day;
- 2. has beds for patients who need care; and
- 3. has a doctor available to furnish emergency service.

Nursing Home also means a wing, area or floor of a Hospital specifically set aside for nursing care.

Nursing Home doesn't mean: a Hospital, an Assisted Living Facility, a place that primarily treats mental illness, drug addiction or alcoholism, a home for the aged, a rest home, a place that primarily provides domiciliary, residency or retirement care, or a place owned or operated by a member of the Immediate Family.

Assisted Living Facility is a place providing care (room, board and personal care services) to persons in need of assistance because of a Functional Incapacity or Severe Cognitive Impairment, but given at a level of care less intense than that which would be received in a Nursing Home. An Assisted Living Facility must (a) if licensing or certification is required, maintain all appropriate licensing or certification under the laws where it is located to provide such care; or (b) if licensing or certification is not required, meets ALL of the following requirements:

- 1. provide 24 hour a day care and services to at least 10 inpatients in one location:
- 2. have a trained and ready-to-respond employee on duty at all times to provide care;
- 3. provide 3 meals a day and accommodate special dietary needs:
- 4. be licensed by the appropriate licensing agency (if any) to provide such care;
- 5. have formal arrangements for the services of a Physician or nurse to furnish emergency medical care and;
- 6. have appropriate methods and procedures for handling and administering drugs and biologicals.

Assisted Living Facilities may also include Alzheimer facilities or residential health care facilities.

Assisted Living Facility does not include congregate housing, individual residences or independent living units. It also does not include: a Hospital, a Nursing Home, a place that primarily treats mental illness, drug addiction or alcoholism, a home for the aged, a rest home, a place that primarily provides domiciliary, residency or retirement care, or a place owned or operated by a member of the Immediate Family.

B. BED RESERVATION:

The charges incurred to reserve Your bed while You are temporarily absent from a Nursing Home or Assisted Living Facility. The Bed Reservation benefit will be paid if:

- 1. We are paying benefits for Facility Care; and
- 2. The Nursing Home or Assisted Living Facility continues to charge to reserve the bed.

We'll pay up to the Maximum Monthly Benefit Limit, not to exceed 60 days each Calendar Year. Any unused days cannot be carried forward into the next year.

II. HOME AND COMMUNITY-BASED CARE COVERED EXPENSES

A. HOME HEALTH CARE:

The charges incurred for the following services and supplies provided by a Home Health Care Agency or a Qualified Home Health Care Provider under a Plan of Care:

- 1. Visits by: licensed nurse; licensed nutritional specialist; medical social worker; Home Health Aide; legally qualified physical, occupational, speech or inhalation therapist;
- 2. Rental (not to exceed purchase price) of a wheelchair, hospital bed or other durable medical equipment used for therapeutic treatment;
- Personal Care Services; and
- 4. Homemaker Services Incidental to Personal Care Services.

Home Health Aide means a licensed or certified home health care worker, other than a Physician, nurse or professional therapist, who performs Personal Care Services.

Home Health Care Agency means an agency or organization that:

- 1. Specializes in giving nursing care or therapeutic services in the Home;
- Is licensed to provide such care or services by the appropriate licensing agency where performed
 or is certified as a Home Health Care Agency under Title XVIII of the Social Security Act of 1965,
 as amended:
- 3. Is operating within the scope of its license or certification; and
- 4. Maintains a complete medical record and Plan of Care for each patient.

Homemaker Services Incidental to Personal Care Services means only the following services when received in conjunction with Personal Care Services:

- Domestic or cleaning services;
- 2. Laundry services;
- 3. Food shopping and errands;
- 4. Meal preparation and cleanup;
- 5. Transportation assistance to and from medical appointments;
- Heavy cleaning which involves thorough cleaning of the Home to remove hazardous debris or dirt; and
- 7. Meals from formal Home delivered meals programs.

Personal Care Services means assistance with performing Activities of Daily Living used to measure Functional Incapacity.

Qualified Home Health Care Provider means an individual or organization licensed or certified to provide home health care services. The Qualified Home Health Care Provider must be included in the Plan of Care as the provider of home health care services.

B. RESPITE CARE:

The charges incurred for the same services and supplies as shown for Home Health Care for Respite Care received in:

- Your Home:
- 2. A private Home;
- 3. A home for the retired or aged;
- 4. A place that provides residential care; or
- A Nursing Home or Assisted Living Facility.

We will cover Respite Care charges for up to 21 days during each Calendar Year. Any unused days of Respite Care cannot be carried forward into the next year.

Benefits payable for Respite Care are not subject to the Elimination Period nor will they count toward satisfying the Elimination Period.

Respite Care means professional care given to an individual who is Chronically III in order to temporarily relieve unpaid caregivers.

C. HOSPICE CARE:

The charges incurred by a Terminally III individual for services and supplies given by a Hospice.

Terminally III means that a Physician certifies that an individual: (a) has no reasonable prospect of cure; (b) has a life expectancy of less than 6 months; (c) needs Hospice services for palliation or management of the terminal illness and related conditions; and (d) would have to be confined in a Hospital or Nursing Home if Hospice care services weren't available.

Benefits payable for Hospice Care are not subject to the Elimination Period nor will they count toward satisfying the Elimination Period.

Hospice means an agency meeting the regulatory requirements for a hospice in the state where the services are given. If such state has no regulatory requirements, the agency must: (a) be primarily engaged in providing pain relief, symptom management and support service to dying persons and their families; and (b) provide nursing care under the supervision of a registered nurse.

D. ADULT DAY CARE:

The charges incurred for the following services provided at an Adult Day Care Facility:

- Visits by a licensed nurse;
- 2. Occupational, physical or speech therapy;
- 3. Social, recreational and educational events designed to improve the patient's self-awareness and level of functioning;
- 4. Training and help with the regular and customary activities of adult daily living;
- 5. Transportation to and from the Adult Day Care Facility; and
- 6. Meals provided by the Adult Day Care Facility.

Adult Day Care Facility means an organization that provides a program of adult day health care and:

- 1. Is state licensed, if the state in which it is located licenses Adult Day Care Facilities;
- 2. Operates at least 5 days a week for a minimum of 6 hours a day and is not an overnight facility;
- 3. Maintains a written record for each client that includes a Plan of Care and a record of all services provided;
- 4. Has established procedures for obtaining appropriate aid in the event of a medical emergency;
- 5. Has formal arrangements for providing the services of: a dietician; a licensed physical therapist; a licensed speech therapist and a licensed occupational therapist;
- 6. Its staff includes a full-time director and one or more nurses in attendance during operating hours for at least 4 hours a day; and
- 7. Is not owned or operated by a member of the Immediate Family.

E. CAREGIVER TRAINING:

The charges incurred for Caregiver Training if You require Home and Community-Based Care. This benefit is subject to a lifetime maximum benefit equal to 25% of the Maximum Monthly Benefit Limit amount payable for all Covered Expenses. The Elimination Period does not apply to this benefit.

Caregiver Training is a formal instructional program designed to train an Informal Caregiver on the care needed to allow You to remain at Home. Such training may include, but is not limited to, Personal Care Services, Homemaker Services Incidental to Personal Care Services, and the administration of medications. Caregiver Training can be provided by a Home Health Care Agency, Nursing Home, Hospital, or other agency or health care professional qualified by license, training or experience to provide such instruction.

Informal Caregiver is a member of the Immediate Family or friend who will provide care to You on a regular unpaid basis. A member of the Immediate Family or a friend who is a health care professional and already providing care on an unpaid basis is not eligible for this training.

F. MONITORING EQUIPMENT:

The charges incurred per month, not to exceed per month 5% of the Maximum Monthly Benefit Limit amount payable for Home and Community-Based Care Covered Expenses, for the rental or lease of:

- 1. An emergency medical response system. An emergency medical response system does not include a home security system; or
- 2. Medication monitoring or dispensing equipment.

Monitoring Equipment must be recommended as a part of the Plan of Care and be installed in Your Home while this Rider is in force. We will require: (a) proof of installation; and (b) a copy of the lease or rental agreement.

This benefit is subject to a lifetime maximum of 12 months. The Elimination Period does not apply to this benefit. If more than one piece of monitoring equipment is installed in Your Home, this will not increase the maximum payable for this benefit per month.

III. ADDITIONAL COVERED EXPENSES

A. AMBULANCE SERVICES:

The charges incurred, up to \$75 per trip, for ambulance service to or from a Nursing Home or Assisted Living Facility. We won't pay for more than four trips each Calendar Year. The Elimination Period does not apply to this benefit.

B. HOME MODIFICATIONS:

The charges incurred for Home Modifications which allow You to remain at Home. The benefit for Home Modifications is subject to a lifetime maximum equal the Monthly Maximum Benefit Limit. The Elimination Period does not apply to this benefit.

Home Modifications must:

- Be recommended as a part of the Plan of Care;
- 2. Be agreed to by You, a Licensed Health Care Practitioner and Us; and
- 3. Consist of Qualified Long-Term Care Services.

We are not obligated to cover Home Modifications prior to such agreement. Agreement to participate in Home Modifications won't waive any of Your or Our rights under this Rider.

Home Modifications means installation of certain equipment in, or physical modification to Your Home. Home Modifications include, but are not limited to, ramps, grab bars, devices for intravenous injections or other equipment that allows You to stay at Home.

C. <u>ALTERNATE PLAN OF CARE:</u>

The charges incurred for alternate services, devices, or types of care under a written Alternate Plan of Care. This Alternate Plan of Care must:

- 1. Be developed by or with health care professionals:
- 2. Be agreed to by You, a Licensed Health Care Practitioner and Us; and
- 3. Consist of Qualified Long-Term Care Services.

We are not obligated to cover services prior to such agreement. Agreement to participate in an Alternate Plan of Care won't waive any of Your or Our rights under this Rider.

We won't pay benefits under this Alternate Plan of Care provision and the Home and Community-Based Care provision for the same services. No payment will be made for any day for which a Facility Care benefit is payable. No benefits will be paid under this Alternate Plan of Care provision for services, devices, or types of care that are covered by another benefit provision in the policy or any attached riders, or would be covered except for the application of an Elimination Period or maximum benefit limit.

Alternate Plan of Care means a Plan of Care which may specify special treatments or different sites or levels of care. Some of the services received may differ from those otherwise covered by this Rider. In such case, benefits will be paid as agreed in the Alternate Plan of Care. Examples of Alternate Plans of Care include, but are not limited to care provided in a facility other than a facility covered under this Rider, or other similar arrangements.

PATIENT CARE COORDINATION

A Patient Care Coordination program is available at no extra cost to You. Under this optional program, We can assign a Patient Care Coordinator who is a specialist pre-approved by Us. This Coordinator is qualified by license, training or experience to help You select providers of care and services best suited for the type of care or treatment needed including assessments of Your situations and investigation of available care resources.

You, a member of the Immediate Family or a Licensed Health Care Practitioner can contact Us at or before the time You begin to incur Covered Expenses under this Rider, even before an Elimination Period has been met. We will then direct you to a Patient Care Coordinator.

WHEN THIS RIDER ENDS

This Rider will end on the earliest of the following dates or events:

- 1. The policy to which this Rider is attached is ends; or
- 2. A Monthly Income Benefit is elected under the policy to which this Rider is attached; or
- 3. The Maximum Benefit Amount is paid; or
- 4. This Rider is cancelled at the request of the Owner; or
- 5. The death of the Annuitant named in the application on the date of the policy to which this rider is attached was issued.

If the policy to which this Rider is attached has ended due to the exhaustion of the Account Value from the benefit payments made under this Rider, the Rider will remain in force until all remaining Company Benefits have been paid. Any remaining Company Benefits after the policy has ended will be paid after the Elected Benefit Period has expired.

EXTENSION OF MATURITY DATE

This Rider amends the Maturity Date Provision of the policy to which is attached to extend the Maturity Date to the policy anniversary following Your 110th birthday.

INTERNATIONAL COVERAGE

If You require Qualified Long Term Care Services otherwise covered by this policy while You are traveling or living outside of the United States, including its territories and possessions, and Canada, benefits will be payable according to the terms of this policy, subject to a lifetime maximum equal to the Maximum Monthly Benefit Amount. Providers of care must meet the certification or licensing requirements, if any, of the jurisdiction in which the care is received.

EXCLUSIONS

We will not cover expenses incurred:

- 1. Due to war or act of war;
- 2. To the extent expenses are paid under Medicare or any other government insurance plan (except Medicaid). This includes expenses that would be reimbursable by Medicare but for the application of a deductible or coinsurance amount;
- 3. For services or supplies provided by a member of the Immediate Family or a person who ordinarily lives in Your Home (Caregiver Training expenses are not subject to this exclusion.);
- 4. For services and supplies not included in the Plan of Care;
- 5. For which no charge is customarily made in the absence of insurance.

WAIVER OF RIDER CHARGES

After You have incurred Covered Expenses for 90 days within Any One Period of Expense, without regard to the Elimination Period having been satisfied, We will waive the payment of any Rider Charges coming due thereafter once You have satisfied the Waiting Period. If You are receiving Home and Community-Based Care services, then three days will be counted toward the 90 day Waiver of Rider Charge period for each day that Home and Community-Based Care services are received. Rider Charges will continue to be waived during Any One Period of Expense as long as You continue to incur Covered Expenses and have not exhausted the Maximum Benefit Amount.

EXTENSION OF RIDER BENEFITS

Termination of this Rider will not affect any claim for loss that begins while this Rider is in force and continues beyond the date of termination. Benefits payable under the Extension of Rider Benefits provision are limited to this Rider's Maximum Benefit Amount.

OPTIONAL PREMIUM INCREASE

Each Rider Year after the first, We will allow the Owner to increase the Tax Qualified Long-Term Care Benefits by allowing a Net Optional Premium Increase to be added to the Account Value. We will notify the Owner of the allowable Optional Premium Increase, if any, on an annual basis. This is the only deposit amount We will allow. The allowable Optional Premium Increase amount for a given Policy Year is equal to: $[(1 + 2 - 3 - 4) \times 5 - 6] / 7$ where:

- 1 is the Account Value at the beginning of the Policy Year;
- 2 is the Net Premium Increases paid during the year;
- 3 is any Withdrawals and Withdrawal Charges:
- 4 is any Long-Term Care Covered Expenses paid from the Account Value during the year;
- 5 is equal to 1.05;
- 6 is the Account Value at the end of the Policy Year and
- 7 is the Premium Tax Rate shown in the Schedule plus 1.

If an Optional Premium Increase can be made in a given year and is not, the option will be forfeited for the remainder of the policy. Deposits will be allowed for 30 days from receipt of the annual statement. You will not be responsible for any additional premiums required to continue this optional benefit increase while receiving benefits from the Account Value.

If You are receiving Covered Expenses and elect this option, the Maximum Monthly Benefit Limit and Maximum Benefit Amount will increase proportionally to this increase amount.

We will continue to offer to increase the Account Value every year as long as the Owner continues to accept the increase offers. If the Owner accepts all increase offers while You are not receiving benefits, We will automatically continue to increase Your Maximum Monthly Benefit Limit and Maximum Benefit Amount by 5% on an annual basis while You are receiving benefits.

EFFECT OF LEGISLATION CHANGES

The risk We assumed on this Rider's Date of Issue is based on the laws and regulations governing the system for the delivery and financing of health insurance then in effect. It's possible that the federal government or state legislation may change the system and therefore change the nature of the risk We assumed. If this occurs, We will make any necessary change to Rider benefits. We will make such a change by adding: (a) an amendment to the Rider; (b) a new Schedule; or (c), both (a) and (b).

BENEFIT AND RIDER CHARGE PERCENTAGE CHANGE

Before making any benefit or Rider Charge Percentage change, We will get the necessary approval from the agency that regulates insurance in the state where the policy's application has been signed. We will tell the Owner if such coverage change needs a Rider Charge Percentage change. Until the effective date of any coverage change, benefits will be based upon the risk We assumed on this Rider's Date of Issue.

Any Rider Charge Percentage change may be made only after We give the Owner the appropriate advance notice required by the Owner's state.

In the event We increase the Rider Charges Percentage, We will offer the following options, as they apply to this Rider, at least 30 days before a Rider Charge Percentage increase becomes effective:

- 1. Pay the increased Rider Charge Percentage and continue the Rider in force as is;
- 2. Reduce the Rider's benefits to a level such that the Rider Charge Percentage will not increase (subject to state law minimum standards):
- 3. Exercise the Nonforfeiture Benefit Rider if it is attached to the policy.

CONTINGENT BENEFIT

This Contingent Benefit provision may only be exercised if this Rider is terminated within 120 days after the effective date of a Rider Charge Percentage increase that meets or exceeds the original Rider Charge Percentage by the percentage shown in the table below. (*Note: additional premium applied to increases in benefit amounts is not considered a Rider Charge Percentage increase.*) This Contingent Benefit provision may *not* be exercised if this policy contains any exercisable Nonforfeiture Benefit Rider.

Under this provision, if the conditions above are met the Owner is eligible for a reduced paid up benefit that will be paid by the Company. This reduced paid up benefit will result in a new Maximum Benefit Amount equal to the greater of:

- One monthly benefit based on the Maximum Monthly Benefit Limit; OR
- 2. The total Rider Charges paid for this Rider and the Nonforfeiture Benefit Rider.

The Maximum Monthly Benefit Limit will be based on the Account Value at the time the policy is terminated.

The new Maximum Benefit Amount will not be paid until the Elected Benefit Period would have expired if the policy and this Rider had remained in force.

CONTINGENT BENEFIT (Continued)

Cumulative Rider Charge Percentage Increase over Original Rider Charge Percentage that will allow the Contingent Benefit to be exercised

(Percentage increase is cumulative from date of original issue. It does NOT represent a one-time increase.)

Issue Age	% Increase over Initial Rider Charge Percentage	Issue Age	% Increase over Initial Rider Charge Percentage	Issue Age	% Increase over Initial Rider Charge Percentage
29 and under	200%	66	48%	79	22%
30-34	190%	67	46%	80	20%
35-39	170%	68	44%	81	19%
40-44	150%	69	42%	82	18%
45-49	130%	70	40%	83	17%
50-54	110%	71	38%	84	16%
55-59	90%	72	36%	85	15%
60	70%	73	34%	86	14%
61	66%	74	32%	87	13%
62	62%	75	30%	88	12%
63	58%	76	28%	89	11%
64	54%	77	26%	90 and over	10%
65	50%	78	24%		

UNIFORM PROVISIONS

TIME LIMIT ON CERTAIN DEFENSES: (a) We may void this Rider and the Policy to which it is attached or deny any claim for loss which starts within six months of this Rider's Date of Issue. We may do so only if We determine there was material misrepresentation which would have caused the application for this coverage to be declined; (b) After six months, but less than two years from this Rider's Date of Issue, We may void this Rider and the Policy to which it is attached or deny any claim for loss if We determine there was material misrepresentation which would have caused the application for this coverage to be declined, and which relates to the condition for which benefits are sought; (c) After two years from the Date of Issue only fraudulent misstatements in the application relating to Your health may be used to void this Rider and the Policy to which it is attached or deny any claim for loss which starts after the two year period.

NO LAPSE GUARANTEE: This Rider will not terminate due to unintentional lapse. Unintentional lapse is defined as the inability to pay the Rider Charge. When the policy to which this Rider is attached is in force, there will always be sufficient funds to pay the Rider Charge.

GRACE PERIOD AND REINSTATEMENT: This Rider and the policy to which it is attached cannot lapse. As such, these provisions do not apply.

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UNIFORM PROVISIONS (Continued)

NOTICE OF CLAIM: Written notice of claim must be given within 60 days after a covered loss starts or as soon as possible. The notice can be given to Us at the address shown on page 1 of this Rider or to any one of Our agents. Notice should include the Owner's name and the policy number.

CLAIM FORMS: When We get notice of claim, We will send the Owner forms for filing proof of loss. If these forms are not given to the Owner within 15 days, the Owner will meet the proof of loss requirements by giving Us a written statement of the nature and extent of the loss. We must get this statement within the time limit stated in the Proof of Loss section.

PROOF OF LOSS: For periodic payment of a continuing loss, the Owner must give Us written proof of loss within 90 days after the end of each period for which We are liable. For any other loss, the Owner must give Us written proof within 90 days after the end of such loss.

If it was not reasonably possible for the Owner to give Us proof in the time required, We will not reduce nor deny the claim for this reason if the proof is filed as soon as possible. In any event, the proof required must be given no later than one year from the time specified unless the Owner were legally unable to act.

TIME OF PAYMENT OF CLAIMS: Benefits payable under this Rider will be paid as soon as We receive proper written proof of loss.

PAYMENT OF CLAIMS: Benefits will be paid to the Owner. Any benefits due and unpaid at the Owner's death may be paid to the Owner's estate.

If benefits are payable to the Owner's estate, We can pay up to \$1,000 to anyone related to You by blood or marriage, whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

INFORMATION ON DENIAL OF CLAIM: In the event We deny benefits under this Rider, the Owner has the right to: (a) receive a written explanation of the reason(s) a claim was denied; and (b) all information directly relating to the claim denial. Write to Our Claim Review Department, at the address shown on the first page of this Rider. We will respond within 60 days after receiving the Owner's request.

PHYSICAL EXAMINATION: We, at Our expense, have the right to have You examined as often as reasonably necessary while a claim is pending.

LEGAL ACTION: No legal action may be brought to recover on this Rider within 60 days after written proof of loss has been given as required by this Rider. No such action may be brought after three years from the time written proof of loss is required to be given.

CHOICE OF LAW: This Rider and claims arising under it are governed by the laws of the state where this policy's application has been signed by the Owner, exclusive of such state's choice of laws provisions.

CONDITIONS: This Rider is subject to all of the terms, limitations and exceptions of the policy except where changed by this Rider.

BANKERS LIFE AND CASUALTY COMPANY

Secretary Kal W Kiling

BANKERS LIFE AND CASUALTY COMPANY

A Legal Reserve Stock Company • Home Office: 600 West Chicago Ave • Chicago, IL 60654-2800 (312) 396-6000

NONFORFEITURE BENEFIT RIDER

This Rider is subject to all terms, conditions, limitations and exceptions of the policy to which it is attached, except where specifically changed by this Rider. This includes, but is not limited to, all policy limits, such as maximum benefit amounts and elimination periods, applicable to this Rider at the time it ended. This Rider is not subject to any inflation protection benefits beyond those which had already accrued when the Tax Qualified Long-Term Care Benefit Rider was terminated.

REDUCED PAID UP BENEFIT AMOUNT

If the Tax Qualified Long-Term Care Benefit Rider is ended after the third Policy Year, and while this Nonforfeiture Benefit Rider is in force, the Owner is eligible for a reduced paid up benefit by Us. This reduced paid up benefit will have a new Maximum Benefit Amount equal to the greater of:

- 1. The Maximum Monthly Benefit Limit OR;
- 2. The total Rider Charges paid for this Rider and the Tax Qualified Long-Term Care Benefit Rider.

The Maximum Monthly Benefit Limit will equal the Account Value at the time the Tax Qualified Long-Term Care Benefit Rider is terminated divided by the Elected Benefit Period.

No benefits under the provisions of this Rider will be paid until the Elected Benefit Period would have expired if the Policy and Tax Qualified Long-Term Care Benefit Rider had remained in force.

THIRTY DAY RIGHT TO RETURN THIS RIDER

If the Owner is not satisfied with this Rider, the Owner may return it to Us within 30 days after the Owner receives it. The Owner may return it to Us by mail or to the agent who sold it. We will then void this Rider and refund any premium paid.

RENEWAL CONDITIONS

This Rider is guaranteed renewable. The Owner may renew it in the same manner the Owner renews the policy to which it's attached.

If the Owner wants to end this Rider, the Owner must tell us. We will then end the Rider and We will not deduct any further charges for it.

RIDER CHARGE

This Rider requires the payment of Rider Charge. The Rider Charges will be a percentage, as shown on the Schedule, of the greater of:

- The annuity's Account Value; OR 1.
- The sum of the Net Single Premium and any Net Premium Increases, less any Withdrawals and Withdrawal Charges (not including any Rider Charges for this Rider and the Tax Qualified Long-Term Care Benefit Rider) and any Long-Term Care Covered Expenses paid from the Account Value.

Rider Charges will be deducted monthly. There will be no Rider Charges deducted when Tax Qualified Long-Term Care Benefit Rider Charges are being waived. We may change the Rider Charge for this Rider only if We change it for all individuals covered by this Rider in the state where this policy's application has been signed by the Owner on a class basis. We will provide the Owner with written notice of any change in the Rider Charge Percentage within the time required by the state in which the application was signed by the Owner.

WHEN THIS RIDER'S BENEFIT ENDS

The benefits for this Rider end on the earlier of:

- 1. The date the new Maximum Benefit Amount is exhausted: or
- 2. The death of the Annuitant named in the application on the Date of Issue of the policy to which this rider is attached was issued; or
- 3. This Rider is cancelled at the request of the Owner.

Secretary KalwKilij President

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LA-110A

BANKERS LIFE AND CASUALTY COMPANY

Home Office: 600 West Chicago Ave • Chicago, IL 60654-2800

TERMINAL ILLNESS RIDER

 							
	Th	nis	rid	er i	s a part of the policy to which it is attached.	It takes effect on the date shown on this rider.	ľ

no date is shown, the effective date is the Date of Issue of the policy.

DEFINITIONS

"Doctor" means any licensed practitioner of the healing arts acting within the scope of his or her license in treating an injury or sickness. It doesn't include the Owner, the Annuitant or a member of either's family.

"Terminally III" means that Your (the Annuitant's) life expectancy is 12 months or less, as certified by Your Doctor.

TERMINAL ILLNESS BENEFIT

Subject to the policy's "WITHDRAWALS" provision, the Owner can make one additional Withdrawal of up to an additional 75% of the policy's Account Value, without a Withdrawal Charge. Your Doctor must certify that You have been diagnosed as Terminally III. The diagnosis must be made after this rider has been in force for one year. We must receive proof that You are Terminally III, satisfactory to Us.

WHEN THIS RIDER ENDS

This rider will end on the first of the following dates or events:

1. You die:

EFFECTIVE DATE

- the policy ends or is surrendered; 2.
- We begin paying under a chosen policy payment plan; or 3.
- 4 We pay benefits under this rider.

This rider may stay in force for Your spouse when You die if: (a) You are then the sole Owner and Annuitant; (b) the designated beneficiary is Your spouse; (c) Your spouse, in lieu of receiving payments, makes a written request to continue this policy as the Owner and Annuitant; and (d) We have not previously paid benefits under this rider.

CONDITIONS

This rider is subject to all of the provisions of the policy except where changed by this rider.

Signed for Us at Our Home Office on its Effective Date.

Secretary Kal W Kilig President

Will S. Kul

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SUPPLEMENTAL APPLICATION FOR INSURANCE TO

BANKERS LIFE AND CASUALTY COMPANY ("The Company") 600 WEST CHICAGO AVE, CHICAGO, ILLINOIS 60654-2800

1. R	Rider Information (PLEASE CLEARLY PRINT A	_L INFORMATION)		
A. F	FORM NUMBER APPLIED FOR O LA-109A-AR (Tax Qualifie	d Long-Term Care Rider) ○ OTHER ∟		
	RIDER OPTIO	NS		
В. Е	Elected Benefit Period /Company Benefit Multiplier			
	○ 12 Months / 100% (1+1 Option)	0% (1+2 Option)		
	○ 24 Months / 100% (2+2 Option) ○ 24 Months / 20	0% (2+4 Option)		
	○ 36 Months / 100% (3+3 Option)			
C. N	Nonforfeiture Option - Rider LA-110A	○ No		
2. P	Personal Information of Applicant			
	Applicant's First Name M.I.	Last Name	;	Suffix
	ender: ○ M ○ F Marital Status: ○ Married ○ Single ○ Widov	ved ○ Divorced		
		н н		
Щ	Date of Birth (mm-dd-yyyy) Age He	ght (Feet and Inches) We	eight (Po	Junds)
		girt (i dot and mondo)	,,g,,, (, c	<i>,</i> (1.1.0.0)
Soci	cial Security Number			
3. C	Qualifying Information			
	If the Applicant answers "Yes" to any part of the questions in this se	ection he or she is not eligible for this cove	erage.	
			Applic	cant
_	Are you new confined or in the lest 00 days have you been conf	in a d in a l laanital?	YES	NO
	a. Are you now confined or in the last 90 days have you been confb. In the last year, have you, due to mental or physical disability, aut	•	0	O
D	act on your behalf, and take over your personal business transa		0	\bigcirc
С	c. Do you need or in the last three years have you needed the hel		0	0
	get in or out of bed or a chair, use the toilet, or maintain persona	•	0	0
d	d. Do you use or in the last three years have you used a wheelcha	ir, walker, catheter, oxygen or a dialysis		
е	e. Within the past three years, have you:		\circ	\circ
	(1) Received or been advised by a health care professional to	•		
	Care Services or been confined in or advised to enter a Nur of Long Term Care Facility?		\bigcirc	\bigcirc
	(2) Been diagnosed with or treated for Parkinson's Disease,		O	O
	Disease, stroke or transient ischemic attack (TIA)?		0	0
	(3) Been diagnosed with or treated for cancer (except basal cel		Ö	Ö
	(4) Been diagnosed with or treated for alcohol abuse,	prescription drug abuse or illegal		
	drug use?		\circ	\circ
f.	f. Do you receive or in the last three years have you received feder	•		
	in any form, such as Supplemental Security Income; Social Sec	,		
α.	premiums paid for by the state; eligible for Medicare due to a disg. Are you receiving or in the last three years have you received act	•	0	O
y	disability?	•	0	\cap
h	h. Have you ever had any of the following complications			\circ
	total vision loss; amputation(s); total loss of feeling in your leg or		0	0
i	i Has a health care professional recommended any surgery that h	as not vet been performed?		\bigcirc

4. In	Force and Applied for Coverage - (Excluding this application)	YES	NO
	. Does the Applicant have another long-term care insurance policy or certificate in force including health care service contract, health maintenance organization contract)?	0	0
	If "Yes", and such coverage will remain in force, indicate type of coverage, daily benefit amount, and benefit period. Type of Coverage Daily Benefit Amount Senefit Period		
B.	Did the Applicant have another long-term care insurance policy or certificate in force during the last 12 months? 1. If so, with which company? (Complete Below) 2. If that policy lapsed, when did it lapse? (Complete Below)	0	0
	Company Policy Number End Date (mr	n-dd-yy	/)
		20	
		20 YES	L_ NO
C.	Is the Applicant covered by Medicaid?	0	0
D.	Does the Applicant intend to replace any of medical or health insurance coverage with this rider? If "Yes", please complete information shown below	0	0
	Company Policy Number End Date (mr	n-dd-yy	/)
		20	ш.
		20	
E.	The agent shall list any other health insurance policies they have sold to the Applicant. 1. List policies sold which are still in force. 2. List policies sold in the past five years which are no longer in force. If no longer in force please include End Date Company Policy Number End Date (mr	n-dd-yy	/)
		20	
		20	<u> </u>
		20	
		20	

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5. Acknowledgments

The Applicant represents and agrees as follows:

- 1. Any coverage issued as a result of this application shall, together with the application, constitute a single and entire contract of insurance.
- 2. No agent or any other person is authorized to accept risks, pass upon insurability, make or modify contracts or waive any of the Company's rights or requirements.
- 3 Any insurance issued as a result of the application will either: a. Not take effect unless and until the full first premium is paid and the policy is delivered during such person's lifetime and while such person is in the condition of health set forth in the application; or: b. Take effect only as specified in the Receipt, if any, attached to this application.
- 4. Provisions concerning exceptions, exclusions, limitations and renewal which have been applied for have been explained and are understood.
- 5. I understand that the Company may offer both federally tax-qualified and non-qualified contracts having similar benefits. If I have applied for a federally tax-qualified contract, I understand that its benefit provisions may be more restrictive than a non-qualified contract.
- 6. The Applicant acknowledges receipt of the Outline of Coverage, Shoppers Guide to Long-Term Care Insurance, the Notice to Applicants for Insurance (regarding the Applicant's rights under the Fair Credit Reporting Act) and if eligible for Medicare, "The Guide to Health Insurance for People with Medicare."

6. Authorization

In connection with an application for insurance currently made to Bankers Life and Casualty Company, The Applicant hereby authorizes any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person, that has any records or knowledge of me or any of the members of my family named in said application or of our health, to disclose to the Company or its reinsurers any such information upon presentation of this authorization or reproduction thereof. This authorization will be valid for a period of 2 years and 6 months from the date signed.

7. Signatures	
Caution: If your answers on this application are incorrect or untrue, the benefits or rescind your coverage.	ne Company may have the right to deny
(1) I have read the statements and answers made above. They are, to the complete and correctly recorded.(2) This Supplemental Application will become a part of my application for	
Dated at City/Town State	Zip Code
This 20	
Signature of Applicant X	
Signature of Owner (if different than Applicant) X	
I have witnessed the signature of the Applicant. I certify that I asked all the applicate the answers contained herein. I certify that the Applicant has read the complete	·
Signature of Licensed Resident Agent X	Agent No
Branch Office Number	
Signature of Licensed Resident Agent X	Agent No.
Branch Office Number	

LA-16300-SUPP-AR

Page 4 of 4

MAKE ALL CHECKS PAYABLE ONLY TO BANKERS LIFE AND CASUALTY COMPANY

WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO BUYER: THIS INSURANCE MAY NOT COVER ALL OF THE COSTS ASSOCIATED WITH LONG TERM CARE INCURRED BY THE BUYER DURING THE PERIOD OF COVERAGE. THE BUYER IS ADVISED TO REVIEW CAREFULLY ALL POLICY LIMITATIONS.

BANKERS LIFE AND CASUALTY COMPANY 600 West Chicago Ave, Chicago, Illinois 60654-2800 Telephone 1-312-396-6000

TAX QUALIFIED LONG-TERM CARE BENEFIT RIDER

This rider provides benefits for Facility Care and Home and Community Based Care. Benefits from this rider will first be paid from the Account Value and will reduce the Account Value of the Modified Single Premium Fixed Deferred Annuity Policy to which it is attached. Once the Account Value has been exhausted, monthly Company Benefits will be paid as described below.

OUTLINE OF COVERAGE Rider Form LA-109A

Caution: The issuance of this Tax Qualified Long-Term Care Benefit Rider is based upon the responses to the questions on the supplemental application for this rider. A copy of the supplemental application will be attached to the policy. If the answers are incorrect or untrue, we may have the right to deny benefits or rescind the rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of the answers are incorrect, contact us at the above address.

- 1. The rider is part of a Modified Single Premium Fixed Deferred Annuity Policy.
- 2. PURPOSE OF OUTLINE OF COVERAGE This outline of coverage provides a very brief description of the important features of the rider. You should compare this outline of coverage to outlines of coverage for other policies or riders available to you. This is not an insurance contract, but only a summary of coverage. Only the actual rider contains governing contractual provisions. This means that the actual rider sets forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you READ THE RIDER CAREFULLY!
- **3. FEDERAL TAX CONSEQUENCES** This rider is intended to be a Tax-Qualified Long-Term Care Insurance Rider under Section 7702B(b) of the Internal Revenue Code, as enacted by "The Health Insurance Portability and Accountability Act of 1996"...
- 4. TERMS UNDER WHICH THE RIDER MAY BE CONTINUED IN FORCE OR DISCONTINUED

 We cannot cancel or reduce coverage under this rider. Only you can request termination of the Policy to which this rider is attached. Unless you do, it will remain in force for as long as the Policy to which it is attached remains in force.

Waiver of Rider Charges - After You have incurred Covered Expenses for 90 days within Any One Period of Expense, without regard to the Elimination Period having been satisfied, We will waive the payment of any Rider Charges coming due thereafter once You have satisfied the Waiting Period. If You are receiving Home and Community-Based Care services, then three days will be counted toward the 90 day Waiver of Rider Charge period for each day that Home and Community-Based Care services are received. Rider Charges will continue to be waived during Any One Period of Expense as long as You continue to incur Covered Expenses and have not exhausted the Maximum Benefit Amount.

- 5. TERMS UNDER WHICH THE COMPANY MAY CHANGE THE RIDER CHARGE PERCENTAGE We may change the Rider Charge Percentage for this Rider only if We change it for all individuals covered by this Rider in the state where this policy's application has been signed by the Owner on a class basis. But in no event will we increase the Rider Charge Percentage beyond the Maximum Long-Term Care Rider Charge Percentage shown in the Schedule.
- 6. TERMS UNDER WHICH THE RIDER MAY BE RETURNED AND PREMIUM REFUNDED
 - A. If the Owner is not satisfied with the rider, the Owner may return it to us within 30 days after the Owner receives it for a full refund of any premium paid for this rider and the policy to which it is attached..
 - B. In the event the supplemental application for coverage is denied, we'll refund any monies paid within 30 days of our notice to the Owner of the denial.

- 7. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE If you are eligible for Medicare, review the *Guide* to Health Insurance for People with Medicare available from us. Neither Bankers Life and Casualty Company nor its agents represent Medicare, the federal government, or any state government.
- 8. QUALIFIED LONG-TERM CARE INSURANCE COVERAGE Coverage in this category is designed to provide coverage for one or more Qualified Long-Term Care Services. Qualified Long-Term Care Services are necessary diagnostic, preventive, therapeutic, curative, treatment, mitigation, rehabilitative services, and maintenance or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community or in the home.

9. BENEFITS PROVIDED BY THE RIDER

Subject to the ELIGIBILITY FOR THE PAYMENT OF BENEFITS and CONDITIONS ON ELIGIBILITY FOR BENEFITS provisions, We will pay for the Covered Expenses incurred by You up to the Maximum Benefit Amount.

Maximum Monthly Benefit Limit is the maximum amount We will pay per calendar month for all Covered Expenses, after the applicable Elimination Period and Waiting Period have been satisfied. The initial Maximum Monthly Benefit Limit is equal to the Account Value at the time You qualify for benefits divided by Elected Benefit Period.

Elected Benefit Period means the number of months selected by the Owner where benefits will be paid from the Account Value. The Elected Benefit Period is shown in the Schedule. This term is only used in the calculation of the Maximum Monthly Benefit Limit and benefits may be paid from the Account Value for more months that the Elected Benefit Period.

Benefits from this Rider will first be paid from the Account Value and will reduce the Account Value. Once the Account Value has been exhausted, monthly Company Benefits will be paid as described below.

Company Benefits are the benefits paid by Us after covered expenses have exhausted the Account Value. The Company Benefit is equal to the Company Benefit Multiplier times the greater of:

- 1. The sum of all Covered Expenses deducted from the Account Value; or
- The sum of the Net Single Premium and any Net Premium Increases less any Withdrawals and Withdrawal Charges (not including any Rider Charge deductions).

The Company Benefit Multiplier is shown in the Schedule.

The Maximum Monthly Benefit Limit will be recalculated each time You incur covered expenses under a new Any One Period of Expense. The new Maximum Monthly Benefit Limit will be the greater of the Maximum Monthly Benefit Limit at the time of recovery from the prior Any One Period of Expense or the then current Account Value divided by the Elected Benefit Period.

The Maximum Monthly Benefit Limit will also be recalculated when Company Benefits begin. The new Maximum Monthly Benefit Limit will be the greater of the Maximum Monthly Benefit Limit prior to the recalculation or the sum of the Net Single Premium and any Net Premium Increases less any Withdrawals and Withdraw Charges, divided by the Elected Benefit Period.

The Maximum Monthly Benefit Limit will be affected if a Withdrawal is taken or if an Optional Benefit Increase is exercised.

FACILITY CARE COVERED EXPENSES

A. Facility Care

The following are Covered Expenses, but only to the extent that they are Qualified Long-Term Care Services. The charges incurred for care (including room, board, services and supplies) provided while confined in a Nursing Home or Assisted Living Facility.

Nursing Home means a place which (a) if licensing is required, is licensed as a Nursing Home to provide nursing care (skilled or intermediate) for persons at their own expense and maintains all appropriate licensing under the laws where it is located to provide such care; or (b) if licensing is not required, meets ALL of the following requirements:

- 1. has services performed by or under the continual, direct and immediate supervision of a registered nurse, licensed practical nurse or licensed vocational nurse, on-site twenty-four (24) hours per day;
- 2. has beds for patients who need care; and
- 3. has a doctor available to furnish emergency service.

Nursing Home also means a wing, area or floor of a Hospital specifically set aside for nursing care. Nursing Home doesn't mean: a Hospital, an Assisted Living Facility, a place that primarily treats mental illness, drug addiction or alcoholism, a home for the aged, a rest home, a place that primarily provides domiciliary, residency or retirement care, or a place owned or operated by a member of the Immediate Family.

Assisted Living Facility is a place providing care (room, board and personal care services) to persons in need of assistance because of a Functional Incapacity or Severe Cognitive Impairment, but given at a level of care less intense than that which would be received in a Nursing Home. An Assisted Living Facility must (a) if licensing or certification is required, maintain all appropriate licensing or certification under the laws where it is located to provide such care; or (b) if licensing or certification is not required, meets ALL of the following requirements:

- 1. provide 24 hour a day care and services to at least 10 inpatients in one location;
- 2. have a trained and ready-to-respond employee on duty at all times to provide care;
- 3. provide 3 meals a day and accommodate special dietary needs;
- 4. be licensed by the appropriate licensing agency (if any) to provide such care;
- 5. have formal arrangements for the services of a Physician or nurse to furnish emergency medical care and:
- 6. have appropriate methods and procedures for handling and administering drugs and biologicals.

Assisted Living Facilities may include Alzheimer facilities or residential health care facilities. Assisted Living Facility generally does not include congregate housing, individual residences or independent living units. It also does not include: a Hospital, a Nursing Home, a place that primarily treats mental illness, drug addiction or alcoholism, a home for the aged, a rest home, a place that primarily provides domiciliary, residency or retirement care, or a place owned or operated by a member of the Immediate Family.

B. Bed Reservation Benefit

The charges incurred to reserve the bed if you are temporarily absent from the Nursing Home or Assisted Living Facility. We'll pay up to the Maximum Monthly Benefit Limit, not to exceed 60 days each Calendar Year.

HOME AND COMMUNITY BASED CARE COVERED EXPENSES

A. Home Health Care Benefit

The charges incurred for the following services and supplies provided in your home by a Home Health Care Agency or a Qualified Home Health Care Provider under a Plan of Care. Home Health Care includes: (a) visits by licensed nurses, licensed nutritional specialists, medical social workers, Home Health Aides and legally qualified physical, occupational, speech or inhalation therapist; (b) Rental (not to exceed purchase price) of a wheelchair, hospital bed or other durable medical equipment used for therapeutic treatment; (c) Personal Care Services; and (d) Homemaker Services Incidental to Personal Care Services.

B. Respite Care Benefit

The charges incurred for the same services and supplies as shown for Home Health Care for Respite Care received in your home, a private home, a home for the retired or aged, a place that provides residential care or a Nursing Home or Assisted Living Facility. We'll pay these charges up to 21 days during each Calendar Year. The Elimination Period does not apply to this benefit.

C. Hospice Care Benefit

The charges incurred by a terminally ill individual for services and supplies provided by an agency meeting the regulatory requirements for a Hospice. The Elimination Period does not apply to this benefit.

D. Adult Day Care Benefit

The charges incurred for services provided through a licensed Adult Day Care Facility.

E. <u>Caregiver Training Benefit</u>

The charges incurred for Caregiver Training if you require home or community-based care. This benefit pays for training your informal caregiver to care for you so you can remain at home. It is subject to a lifetime maximum benefit equal to 25% of the Maximum Monthly Benefit amount payable for all covered expenses. The Elimination Period does not apply to this benefit.

F. <u>Monitoring Equipment Benefit</u>

The charges incurred per month, not to exceed 5% of the Maximum Monthly Benefit, for the rental or lease of an emergency medical response system or medication monitoring or dispensing equipment. This benefit is subject to a lifetime maximum of 12 months. If more than one piece of monitoring equipment is installed in your home, this will not increase the maximum payable for this benefit per month. The Elimination Period does not apply to this benefit.

ADDITIONAL COVERED EXPENSES

A. Ambulance Services

The charges incurred, up to \$75 per trip, for ambulance service to or from a Nursing Home or Assisted Living Facility. We'll pay up to 4 trips each Calendar Year. The Elimination Period does not apply to this benefit.

B. Home Modifications

The charges incurred for Home Modifications which allow You to remain at Home. The benefit for Home Modifications is subject to a lifetime maximum equal the Monthly Maximum Benefit Limit. "Home Modifications" means installation of certain equipment in, or physical modification to, a your home. Home Modifications include, but are not limited to, ramps, grab bars, devices for intravenous injections or other equipment that allow a Family Member to stay at home. Home Modifications must be: (a) recommended as a part of the Plan of Care; (b) be agreed to by you, a Licensed Health Care Practitioner and Us; and (c) consist of Qualified Long Term Care Services. The Elimination Period does not apply to this benefit.

C. Alternate Plan of Care Benefit

The charges incurred for alternate services, devices or types of care under a written Alternate Plan of Care. This Alternate Plan of Care will be developed by or with health care professionals; agreed to by you, the Licensed Health Care Practitioner and Us and consist of Qualified Long-Term Care Services. Examples of Alternate Plans of Care include, but are not limited to, payment for durable medical equipment, care provided in a facility other than a facility covered under this policy, or other similar arrangements.

ELIGIBILITY FOR THE PAYMENT OF BENEFITS

Before benefits are payable: (a) a Licensed Health Care Practitioner (*licensed Physician, registered professional nurse, or licensed social worker*) must certify that Qualified Long-Term Care Services are needed because you are Chronically III; and (b) the Elimination Period, if any, and waiting period must be satisfied. Qualified Long-Term Care Services must be prescribed by a Licensed Health Care Practitioner under a written Plan of Care.

Chronically III means you have has been certified by a Licensed Health Care Practitioner within the preceding 12 month period as: (a) being Functionally Incapacitated for a period expected to last at least 90 days; or (b) having a Severe Cognitive Impairment.

Severe Cognitive Impairment means a deterioration or loss in intellectual capacity which requires substantial supervision to protect one's self from threats to health and safety. Cognitive Impairment is measured by clinical evidence or standardized tests which reliably measure impairment in one's: (a) short or long term memory; (b) orientation as to people, place, and time; (c) deductive or abstract reasoning; or (d) judgement as it relates to safety awareness. Such loss of intellectual capacity can result from the following covered conditions: Alzheimer's disease, Parkinson's disease, senile dementia or other nervous or mental disorders.

Functional Incapacity means one's inability to engage in two or more of the activities of daily living, listed below, without the hands-on assistance or standby assistance of another person. The activities of daily living are: (a) Bathing - washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower; (b) Continence - maintaining control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag); (c) Dressing - putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs; (d) Eating - feeding oneself by getting food into the body from a table, a plate, cup or other receptacle or by a feeding tube or intravenously; (e) Toileting - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene; and (f) Transferring - moving into or out of a bed, chair or wheelchair.

OPTIONAL BENEFIT RIDER

NONFORFEITURE BENEFIT RIDER - LA-110A

If this rider is attached to the policy and the Tax Qualified Long-Term Care benefit Rider is ended after the third year, the Owner is eligible for a nonforfeiture benefit in the form of a reduced paid up benefit. This reduced paid up benefit will have a new Maximum Benefit Amount equal to the greater of (a) The Maximum Monthly Benefit Limit OR; (b) The total Rider Charges paid for this rider and the Tax Qualified Long-Term Care Benefit Rider. The Maximum Monthly Benefit Limit will equal the Account Value at the time the Tax Qualified Long-Term Care Benefit Rider is terminated divided by the Elected Benefit Period. No benefits under the provisions of this rider will be paid until the Elected Benefit Period would have expired if the Policy and Tax Qualified Long-Term Care Benefit Rider had remained in force.

- **10. EXCLUSIONS** We won't cover expenses incurred:
 - a. Due to war or act of war;
 - b. To the extent they're paid under Medicare or any other government insurance plan (except Medicaid). This includes expenses that would be reimbursable by Medicare but for the application of a deductible or coinsurance amount;
 - c. For services or supplies provided by a member of the Immediate Family or a person who ordinarily lives in the Family Member's home;
 - d. For services and supplies not included in the Plan of Care:
 - e. For which no charge is customarily made in the absence of insurance.

THIS POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.

- 11. RELATIONSHIP OF COST OF CARE AND BENEFITS Because the costs of long-term care services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted. This rider provides the option to increase the Tax Qualified Long-Term Care benefits by allowing a net optional premium increase to be added to the account. We will notify the owner of the allowable optional premium increase, if any, on an annual basis. This is the only deposit amount we will allow after the first policy year.
- **12. ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS -** The rider covers loss due to Alzheimer's Disease, Parkinson's Disease, senile dementia or other organic brain disorders.

13. PREMIUM	%
☐ Additional Premium for Nonforfeiture Benefit Rider LA-110A	%
Total Annual Premium	%

The Rider Charge will be a percentage applied to the greater of:

- 1. The annuity's Account Value; OR
- 2. The sum of the Net Single Premium and any Net Premium Increases, less any Withdrawals and Withdrawal Charges (not including any Rider Charges for this Rider and the Nonforfeiture Benefit Rider) and any Long-Term Care Covered Expenses paid from the Account Value.

The Rider Charge will be deducted monthly.

14. ADDITIONAL FEATURES - This policy will be issued subject to the following: (a) the information disclosed on the application completed by you; and (b) any additional information that may be needed to complete our evaluation of your application.

Patient Care Coordination - This policy offers a Patient Care Coordination program at no extra cost to you. Under this program, a Patient Care Coordinator (a specialist pre-approved by us) can help you select the provider(s) of care and services best suited for the type of care or treatment needed.

15. CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM CARE INSURANCE. CONTACT US IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG-TERM CARE INSURANCE POLICY.

 SERFF Tracking Number:
 BNLA-125909858
 State:
 Arkansas

 Filing Company:
 Bankers Life and Casualty Company
 State Tracking Number:
 41174

Company Tracking Number: LA-09A

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: LA-09A

Project Name/Number: LA-09A/LA-09A

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BNLA-125909858 State: Arkansas
Filing Company: Bankers Life and Casualty Company State Tracking Number: 41174

Company Tracking Number: LA-09A

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: LA-09A

Project Name/Number: LA-09A/LA-09A

Rate/Rule Schedule

Review Document Name: Affected Form Rate Rate ActionInformation: Attachments

Status: Numbers: Action:*

(Separated with

commas)

LA-109A-AR Rate LA-109A-AR New AR-

actmemoMAE.pdf

BANKERS LIFE & CASUALTY COMPANY

Rate Memorandum

Tax Qualified Long-Term Care Benefit Rider Rider Form LA-109A-AR

Rider Form LA-109A-AR is a Long Term Care benefit rider that is guaranteed renewable and may be issued to people up to age 85 with issue age limits varying by benefit structure. Rider Form LA-109A-AR meets the federal definition of a "qualified" Long Term Care policy and is, therefore, eligible for preferential tax treatment with respect to both charges and benefits received.

Benefits

This rider provides benefits for covered expenses that are incurred in Long Term Care Facilities. Examples of Long Term Care Facilities include, but are not limited: to Nursing Homes, Assisted Living Facilities and Alzheimer's Centers. Benefits will be paid on an expense reimbursement basis and capped at the lesser of actual expenses or the Maximum Monthly Benefit Limit (MMBL). This rider has a two year waiting period and a 90-day elimination period. Company benefit payments will be made after the entire Account Value of the annuity has been exhausted.

The insured can choose from 5 benefit structures.

1+1 Benefit Structure

Benefit payments from the Account Value will be paid out over 1 year. Company benefit payments will be made for an additional 1 year. MMBL = the Account Value at the time of claim / 12.

2+2 Benefit Structure

Benefit payments from the Account Value will be paid out over 2 years. Company benefit payments will be made for an additional 2 years. MMBL = the Account Value at the time of claim / 24.

3+3 Benefit Structure

Benefit payments from the Account Value will be paid out over 3 years. Company benefit payments will be made for an additional 3 years. MMBL = the Account Value at the time of claim / 36.

2+4 Benefit Structure

Benefit payments from the Account Value will be paid out over 2 years. Company benefit payments will be made for an additional 4 years. MMBL = the Account Value at the time of claim / 24.

1+2 Benefit Structure

Benefit payments from the Account Value will be paid out over 1 year. Company benefit payments will be made for an additional 2 years. MMBL = the Account Value at the time of claim / 12.

This benefit rider also covers Home Health Care Benefits. These benefits are paid at 100% of covered expenses up to the Maximum Monthly Benefit Limit. Covered Home Health Care Benefits are those provided under a Plan of Care created and supervised by a Licensed Health Care Practitioner and include but are not limited to: nursing care; physical, occupational and speech therapy; and therapeutic supplies.

Benefit rider LA-109A-AR also contains provisions for Bed Reservation Benefits, Alternate Plan of Care, Adult Day Care, Respite Care, Hospice Care, Caregiver Training, Care Coordinator, International Coverage, Ambulance Services, Home Modifications, and Emergency Response System.

Optional Benefit Increase

Benefit rider LA-109A-AR also offers the insured the right to purchase additional benefits. Each year, one Optional Premium Increase is allowed to the annuity's Account Value, subject to restrictions, such that the available long-term care benefits will increase 5.0% from the prior year's level. The allowable Optional Premium increase amount for a given Policy Year is shown below:

Account Value at the beginning of the Policy Year; PLUS
Any Net Premium Increases paid during the year; LESS
Any Partial Withdrawals including Withdrawal Charges; LESS
LTC benefit payments from Account Value made during the year; TIMES
1.05; LESS
Account Value at the end of the policy year; DIVIDED BY
1 plus the Premium Tax Rate.

Optional Nonforfeiture Benefit Rider (LA-110A)

This rider offers a reduced paid up benefit for an additional charge if the Tax Qualified Long-Term Care Benefit Rider is ended after the third Policy Year. The reduced paid up benefit will have a new Maximum Benefit Amount equal to the greater of:

- 1. The Maximum Monthly Benefit Limit OR;
- 2. The total Rider Charges paid for this Rider and the Tax Qualified Long-Term Care Benefit Rider.

Benefits will be paid using the same criteria as the Tax Qualified Long-Term Care Benefit Rider.

Rider Charges

The Rider Charge will be a percentage of the greater of:

- 1. The annuity's Account Value; OR
- 2. The sum of the Net Single Premium and any Net Premium Increases, less any Withdrawals and Withdrawal charges (not including any rider Charges for this Rider and the Nonforfeiture Benefit Rider) and any Long-Term Care Covered Expenses paid from the Account Value.

Current charges are shown in Exhibit III. Maximum charges are shown in Exhibit IV. Charges for the Nonforfeiture Benefit Rider are shown in Exhibit V.

Pricing Assumptions

The persistency assumptions used in determining the charges are shown in Exhibit I, and expenses in Exhibit II.

There will be no commissions paid on rider charges.

Morbidity assumptions were derived from Bankers Life and Casualty experience on earlier Nursing Home and Long Term Care forms covering all levels of care.

Durational selection factors were applied based on the underwriting being performed.

For items not noted, assumptions used were consistent with the pricing of the underlying annuity.

Certification

I hereby certify to the best of my knowledge and judgment that:

- This rider rate filing is in compliance with the applicable laws and regulations of your state.
- This rider rate filing complies with all the appropriate Actuarial Standards of Practice as adopted by the Actuarial Standards Board.
- The premiums are not excessive, inadequate, unfairly discriminatory, or unreasonable in relation to benefits provided.
- The rider design and coverage provided have been reviewed and taken into consideration.
- The company's current underwriting and claim adjudication processes have been reviewed and taken into consideration.
- The initial charge schedule is sufficient to cover anticipated costs under moderately adverse experience and the charge schedule is reasonably expected to be sustainable over the life of the form with no future charge increases anticipated. The moderately adverse scenarios tested independently were: a 10% increase in morbidity, a 50% decrease in lapses, and a 10% decrease in mortality. An additional moderately adverse scenario tested was simultaneously increasing morbidity by 5%, decreasing lapses by 25%, and decreasing mortality by 5%. These scenarios were tested for the combination of the base annuity and this rider.
- The reserve method for contract reserves is one-year preliminary term using expected claim costs, the 1994 GAM mortality table, allowable voluntary lapses, and interest equal to the maximum allowable valuation interest rate for the year of issue (currently 4.0%). The reserve assumptions contain reasonable margin for adverse experience. The net valuation premium for renewal years does not increase except due to projected increases in rider charges as the account value increases. Gross premiums for renewal years are sufficient to cover net premiums and expected renewal expenses.
- This is the only long-term care rider offered on an annuity contract by Bankers Life & Casualty Company, therefore there are no similar forms for rate comparison.

Sanja Vujic, A.S.A., M.A.A.A.

Janja Vijie

Actuary

EXHIBIT I

Rider Form LA-109A-AR

Persistency Assumptions

Policy	Issue	Issue	Issue	Issue	Issue	Issue
	Age	Age	Age	Age	Age	Age
Duration	45	55	65	75	80	85
1	5.00%	4.50%	4.00%	3.00%	2.00%	2.00%
2	4.50%	4.00%	3.50%	2.50%	2.00%	2.00%
3	4.00%	3.50%	3.00%	2.00%	2.00%	2.00%
4	3.50%	3.00%	2.50%	2.00%	2.00%	2.00%
5	3.00%	2.50%	2.00%	2.00%	2.00%	2.00%
6	2.50%	2.00%	2.00%	2.00%	2.00%	2.00%
7	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
8	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
9	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
10	7.00%	7.00%	7.00%	5.00%	4.00%	4.00%
11+	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

EXHIBIT II

Rider Form LA-109A-AR

Expense Assumptions*

Underwriting Expenses:

Age 18-79: \$131.50 per rider
Age 80-89: \$306.77 per rider

Claim Handling Expense: 1.8% of claims

*Expense assumptions shown here are only those applicable to the Long-Term Care Benefit rider.

EXHIBIT III

Rider Form LA-109A-AR

Current LTC Charges - Annual Charges as Basis Points of Account Value					
			Benefit Structure		
Issue Age	2+4	2+2	3+3	1+1	1+2
0 - 30	35	28	23	33	50
31	35	29	23	34	51
32	36	30	24	35	52
33	36	30	24	36	53
34	37	31	25	37	55
35	39	31	25	38	57
36	40	32	26	39	58
37	41	33	26	40	59
38	42	34	27	41	61
39	43	35	28	42	63
40	45	35	28	43	65
41	46	36	29	44	67
42	47	37	30	45	69
43	49	38	31	46	71
44	51	39	32	48	74
45	53	40	33	50	77
46	55	41	33	52	80
47	57	42	34	54	83
48	59	44	35	56	87
49	61	46	36	58	91
50	64	48	37	60	95
51	66	49	37	62	98
52	68	50	38	64	102
53	70	52	39	66	106
54	72	54	40	68	110
55	75	56	41	70	114
56	79	59	43	74	121
57	83	62	45	78	128
58	88	65	47	82	135
59	93	68	49	87	142
60	98	71	52	92	150
61	105	76	55	98	160
62	111	81	58	104	170
63	117	86	61	110	180
64	123	91	63	116	190
65	129	95	65	122	200
66	136	100	68	130	212
67	144	105	71	138	223
68	152	110	74	146	235
69	160	115	76	155	246
70	168	121	78	164	258
71	179	129	83	177	281
72	191	137	88	190	304
73	204	146	94	203	326
74	218	155	100	215	349
75	233	164	106	227	372
76	251	182	117	250	406
77	270	200	128	273	440
78	288	217	139	296	473
79	307	232	149	319	507
80	325	240	158	342	541
81	332	247	160	355	567
82	339	254	162	368	594
83	346	262	164	382	620
84	353	269	166	395	647
85	360	276	168	408	673

EXHIBIT IV

Rider Form LA-109A-AR

Maximum L	TC Charges - Annu	ai Oilai ges as ba			
		Т	Benefit Structu		1
Issue Age	2+4	2+2	3+3	1+1	1+2
0 - 30	53	42	35	50	75
31	53	44	35	51	77
32	54	45	36	53	78
33	54	45	36	54	80
34	56	47	38	56	83
35	59	47	38	57	86
36	60	48	39	59	87
37	62	50	39	60	89
38	63	51	41	62	92
39	65	53	42	63	95
40	68	53	42	65	98
41	69	54	44	66	101
42	71	56	45	68	104
43	74	57	47	69	107
44	77	59	48	72	111
45	80	60	50	75	116
46	83	62	50	78	120
47	86	63	51	81	125
48	89	66	53	84	131
49	92	69	54	87	137
50	96	72	56	90	143
51	99	74	56	93	147
51 52	102	75	56 57	93 96	153
53	105	78	59	99	159
54	108	81	60	102	165
55	113	84	62	105	171
56	119	89	65	111	182
57	125	93	68	117	192
58	132	98	71	123	203
59	140	102	74	131	213
60	147	107	78	138	225
61	158	114	83	147	240
62	167	122	87	156	255
63	176	129	92	165	270
64	185	137	95	174	285
65	194	143	98	183	300
66	204	150	102	196	318
67	216	158	107	208	335
68	228	165	111	220	353
69	240	173	114	233	369
70	252	182	117	246	387
71	269	194	125	266	422
72	287	206	132	285	456
73	306	219	141	305	489
74	327	233	150	323	524
75	350	246	159	341	558
76	377	273	176	375	609
77	405	300	192	410	660
78	432	326	209	444	710
79	461	348	224	479	761
80	488	360	237	513	812
81	498	371	240	533	851
82	509	381	243	552	891
83	519	393	246	573	930
84	530	404	249	593	971
85	540	414	252	612	1010

EXHIBIT V

Rider Form LA-110N

			Benefit Structu	re	
Issue Age	2+4	2+2	3+3	1+1	1+2
0 - 30	3	3	3	3	3
31	3	3	3	3	3
32	3	3	3	3	3
33	3	3	3	3	3
34	3	3	3	3	3
35	3	3	3	3	3
36	3	3	3	3	3
37	3	3	3	3	3
38	3	3	3	3	3
39	3	3	3	3	3
40	3	3	3	3	3
41	3	3	3	3	3
42	3	3	3	3	3
43	3	3	3 3	3	3
44				3	
45	3	3	3	3	3
46	3	3	3	3	3
47	3	3	3	3	3
48	3	3	3	3	3
49	3	3	3	3	3
50	3	3	3	3	3
51	3	3	3	3	3
52	3	3	3	3	3
53	3	3	3	3	3
54	3	3	3	3	3
55	3	3	3	3	3
56	3	3	3	3	3
57	3	3	3	3	3
58	3	3	3	3	3
59	3	3	3	3	3
60	3	3	3	3	4
61	3	3	3	3	4
62	3	3	3	3	4
63	3	3	3	3	4
64	3	3	3	3	4
65	3	3	3	3	4
66	4	3	3	4	5
67	4	4	3	4	5
68	5	4	3	5	5
69	5	4	3	5	6
70	6	5	4	6	6
71	6	5	4	6	7
72	7	5	4	7	7
73	7	5	4	7	8
74	8	6	4	8	8
75	8	6	4	8	9
76	9	7	5	9	10
76 77	9	8	5	9	11
77 78	10	9	6	10	12
78 79	11	10		11	14
79 80			6	11	14
	12	10	7		
81	13	11	7	12	20
82	15	12	7	13	24
83	17	13	8	14	29
84 85	20 23	14 15	8 8	15 16	34 40

SERFF Tracking Number: BNLA-125909858 State: Arkansas
Filing Company: Bankers Life and Casualty Company State Tracking Number: 41174

Company Tracking Number: LA-09A

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium

Variable

Product Name: LA-09A

Project Name/Number: LA-09A/LA-09A

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 11/18/2008

Comments:

Attachments:

AC-10814B-AR.pdf

L-10175B.pdf Reg 19 Cert.pdf Flesch Cert.pdf

Review Status:

Satisfied -Name: Application 11/18/2008

Comments:

Previously approved application LA-16300A-AR approved 5/13/2005.

Attachment:

LA-16300Aar-309.pdf

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association c/o The Liquidation Division 1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- * They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state):
- * The insurer was not authorized to do business in this state;
- * Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- * Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- * Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- * Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- * Unallocated annuity contracts issued to/in connection with benefits plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- * Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- * Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- * Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits. \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

NOTICE TO APPLICANT

We are required to provide you the following information.

BANKERS LIFE AND CASUALTY COMPANY

Policyholders Service Office - Life Division

222 Merchandise Mart Plaza

Chicago, Illinois 60654-2001

Telephone: (312) 396-6000

Your Agent's Name: LEON JONES

Address: 10800 FINANCIAL CTR PKWY

STE 150

LITTLE ROCK AR 72211

Telephone: (501) 225-4760

If we at Bankers Life and Casualty Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department

Consumer Service Division

400 University Tower Building

Little Rock, Arkansas 72204

Telephone: 1-800-852-5494

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Bankers Life and Casualty Company
L-20E Flexible Premium Adjustable Life Insurance Policy

Form Number(s)

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19 in regards to Unfair Sex Discrimination in the Sale of Insurance
Marianu Dobh
Signature of Company Officer
Mariann Dobbs
Name
Assistant Secretary
Title
December 18, 2008
Date

Arkansas

FLESCH CERTIFICATION

Form Number	Flesch Score
LA-09A	53.8
LA-109A-AR	51.2
LA-110A	54.6
LA-105X	71.5
LA-16300-SUPP-AR	55.9
LA-17460	50.4

I hereby certify that to the best of my knowledge and belief, the above form(s) meets the minimum reading ease requirements of your Department. The Flesch Test reading ease score is listed above.

BANKERS LIFE AND CASUALTY COMPANY

Mariam Doll-

Product Approval and Compliance

Date: December 15, 2008

APPLICATION FOR INSURANCE TO

BANKERS LIFE AND CASUALTY COMPANY 600 West Chicago Ave, Chicago, IL 60654-2800

1.	Pol	icy Information (PLEASE CLEARLY PRINT ALL INFORMATION)		
A. Annuity Form Applied For: O LA-02P (see item 6) O LA-03D O LA-06T O LA-08N O LA-69A (see				
		Q LA-07C (see item 8) - Choose One Option: O Strong Guarantee or O Strong Participation		
		OLA-07G (see item 8) - Choose One Option: O Monthly Averaging with Premium Bonus (PBIA) or O Point to Point with Cap		
		O LA-09A with LA-109A (Please complete supplemental application) O Other		
		Optional Riders for Deferred Annuities:		
		<u> </u>		
		Optional Riders for Immediate Annuities:		
	B.	O Qualified O Non-Qualified		
	C.	Qualified Type (complete if "Qualified" is checked above)		
		(1) Current Contribution (select one, as applicable) (2) Transfers/Rollovers (select one, as applicable)		
		O I.R.A. O I.R.A. O Roth to Roth		
		S.E.P. (Characteristics of the control of the cont		
		O Roth I.R.A. O T.S.A. to I.R.A.		
		Other (Specify)		
		(3) Contribution by Year (select all that apply)		
		Contribution submitted in 1.C.(1) above is for current year.		
		☐ Contribution submitted in 1.C.(1) above is for previous year.		
	D.	Payment		
		Amount Submitted With Application \$		
		1035 Exchange (Non-Qualified) \$		
		Anticipated Additional First Year Premium		
		for Single Premium Deferred Annuity Only \$		
		Transfer/Rollover \$		
	E.	Existing Coverage and Replacement Information		
		(1) Does the annuitant have any existing life or annuity coverage with any company? Yes O No		
		(2) Is the annuity now applied for intended to, or likely to, replace or change any existing		
		life or annuity coverage?		
		(3) Will any coverage replace any existing Bankers' policy or certificate? Yes O No		
		If questions E.(1) or E.(2) are answered "Yes," complete and attach any required replacement form(s).		
2.	Pe	rsonal Information		
Δ	Anr	nuitant's First Name M.I. Last Name Suffix		
Gе	iue	r: O M O F Marital Status: O Married O Single O Widowed O Divorced		
Da	e of	f Birth (mm-dd-yyyy) Age O Social Security Number O TIN		
		·		

2. Personal Information (continued)			
B. Owner's First Name (Do not complete if the Owner is the Ar	M.I. nnuitant)	Last Name	Suffix
Gender: O M O F Marital Status:	O Married O Single O	Widowed O Divorced	
Date of Birth or Trust Date (mm-dd-yyyy)	Age	O Social Security Number O	TIN O EIN
C. Joint Owner's First Name (if any) Gender: OMOF Marital Status:	M.I. O Married O Single O	Last Name Widowed O Divorced	Suffix
Date of Birth or Trust Date (mm-dd-yyyy)	L Age	O Social Security Number O	TIN O EIN
D. Contingent Owner's First Name Gender: O M O F Marital Status:	M.I. O Married O Single O	Last Name Widowed O Divorced	Suffix
Date of Birth or Trust Date (mm-dd-yyyy)	Age	O Social Security Number O	TIN O EIN
3. Contact Information			
A. Annuitant's Home Address			
City/Town		State Zip C	- LIII
Home Phone	Work Phone	L L. L. L. J.	
E-mail Address			
B. Owner's Home Address O Select if the	ne same as Annuitant's add	ress. If so, do not complete Owner	s address.
City/Town		State Zip C	ode
Home Phone	Work Phone		

3. Contact Information (continued)				
C. Joint Owner's Home Address				
City/Town		State	Zip Code	
Home Phone	Work Phone	1		
E-mail Address				
D. Contingent Owner's Home Address (mo	ust be completed if 2D above i			
City/Town		State	Zip Code	
Home Phone	Work Phone	1		
E-mail Address				
E. Billing Name and Address (if different t	than home address)			
First Name	<u> </u>	Last Name	Suffix	
Address				
City/Town		State	Zip Code	
Home Phone	Work Phone	ı - <u></u>		
E-mail Address				
4. Association/Organization Verification (complete this section only if applicable) The Applicant is an employee/member in good standing of:				
Association/Organization			Account Number	

5. Beneficiary Designation					
Primary First Name M.I.		Last Name	Suffix		
Relationship					
Home Address					
City/Town	Si	tate Zip Code			
O Primary O Contingent First Name M.I.	Li	ast Name	Suffix		
Relationship					
Home Address					
City/Town	Si	tate Zip Code			
O Primary O Contingent First Name M.I.	Li	ast Name	Suffix		
Relationship					
Home Address					
City/Town	Si	tate Zip Code			
6. This Section Applies Only If You A	re Applying For A Fle	xible Premium Deferred Anr	nuity		
Anticipated Additional Premiums for the Flexible Premium Deferred Annuity \$					
Special Billing Information (select one) Payment Frequency (select one)					
O PPSP (Bank Draft)	O Single Payment	O Quarterly			
O PRD - Case No.	O Annual	O Monthly			
O Do Not Bill	O Semi-Annual	Other (specify)			

Г

7. This Section Applies Only If You Are Applying For An Immediate Annuity

A. Choose Payout Option	ı					
Single Life (select one)		Joint Life (select o	one)			
O Life Only		O Joint Life	O Joint and 2/3			
O Period Certain L	ட (5-25 Yrs)	O Joint and 1/2	O Joint with Period Certain (5-25 Yrs)			
O Life With Pe	riod Certain (5-25 Yrs)	O Joint and 2/3 with Period Certain (5-25 Yrs)				
O Amount Certain \$		Joint and 1/2 v	O Joint and 1/2 with Period Certain (5-25 Yrs)			
		O Joint and Amount Certain \$ O Joint and 2/3 Amount Certain \$				
		O Joint and 1/2	Amount Certain \$			
O						
Other (subject to Hon	ne Office approval)					
First Name Address	M.I.		Last Name Suffix			
City/Town			State Zip Code			
Gender: OMOF M	arital Status: O Married	Single O Widow	ed O Divorced			
Date of Birth (mm-dd-yyyy)		Age	O Social Security Number O TIN			
C. Choose Payout Mode	(select one)					
O Monthly	O Annual O	Other	(subject to Home Office approval)			
DISCLOSURE STATEM I understand that I am ap	IENT plying for an indexed deferr	ed annuity and that v	ndexed Deferred Annuity while values of this policy may be affected by the onts. I further understand that any values provided			

index used, it does not directly participate in any stock or equity investments. I further understand that any values provided to me, other than guaranteed minimum values, are not guarantees, promises or warranties.

9. Premium Payment Service Plan Information (if applicable) I want my policy to be paid on bank draft.	
Bank Routing/Transit Identification Numbers (first set of numbers in the lower left	t hand bottom of check - 9 digits)
O Checking or O Savings Account Number	Account Name
Bank Name	
City/Town State	Zip Code
Please charge my account by draft or Electronic Fund Transfer notice on the	day of the month.
I also want these policy/certificate numbers on bank draft:	
11. Third Party Countersignature Note: If the applicant is age 85 or older, a third party presence is completed: A trusted relative, friend or financial advisor was present at the	required and the following statement e time of this sale.
Third Party First Name M.I. Last	Name Suffix
Home Address	
City/Town State	Zip Code
Home Phone	
Signature of Third Party X	

I understand the agent repr Casualty. I represent that the	e above information	is true and correct.	·	•
Dated at City/Town		State		Zip Code
This Day of		20		
Signature of Annuitant	x			
Signature of Joint Annuitant (for a Single Premium Immediate Annuity)	X			
Signature of Owner (if other than Annuitant)	х			
Signature of Owner (if other than Annuitant)	Х			
To the best of my knowledge and b the policy herein applied for is not in contrary in Question 1.E.(2) above.	elief: (1) any existing ntended to or likely to	life and annuity cover replace any existing	age is indicated ir insurance or annu	n Question 1.E.(1); and (2 uity unless indicated to the
Signature of Licensed Resident Agent X			Agent No.	%
Branch Office Number				
Signature of Licensed Resident Agent X			Agent No	%
Branch Office Number				
LA-16300A-AR	F	Page 7 of 7		(3/09

12. Signatures

WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAKE ALL CHECKS PAYABLE ONLY TO BANKERS LIFE AND CASUALTY COMPANY

